

Charles Towne Landing  
Founders Hall  
1500 Old Towne Road  
January 24, 2017  
4:30 p.m.

**COMMITTEE ON WAYS AND MEANS**

1. Invocation – Councilmember Wagner
2. Approval of Minutes:
  - a.) December 20, 2016
  - b.) January 10, 2017
3. Bids and Purchases
4. Police Department: Approval to submit the FFY18 Highway Safety Grant Application for salaries, mileage, and cellular service of two traffic enforcement officers for \$156,330. No match is required.
5. Mayor's Office for Children Youth and Families: Approval to submit the Youth Volunteer Corps Grant Application in the amount of \$200 for the Service – Learning Implementation program. No City match is required.
6. Office of Cultural Affairs: Approval to submit a grant application to the NEA Big Read grant program in the amount of \$15,000. Project Funds will be used for artistic fees, book purchases and programming expenses. A City match in the amount of \$15,000 will come from the 2017 MOJA Arts Festival pending grant requests and from admissions.
7. Police Department: Approval of a Mutual Aid Agreement with the College of Charleston Department of Public Safety. The mutual aid agreement statute was amended in June, 2016. New agreements have been drafted to ensure compliance with the amended statute. The new agreements are replacing the old agreements.
8. Police Department: Approval of a Mutual Aid Agreement with the Charleston County Aviation Authority. The mutual aid agreement statute was amended in June, 2016. New agreements have been drafted to ensure compliance with the amended statute. The new agreements are replacing the old agreements.
9. Parks-Capital Projects: Approval of the International African American Museum Cost Consulting Services Contract with Brownstone/McKissack & McKissack in the amount of \$190,845 to provide Cost Consulting Services during the construction documents phase. The Professional Services Contract will have an impact of \$190,845 on the \$12,364,590

design and engineering budget for the project. The funding source for this project is the City Council's previously approved borrowing of a \$12.5 million accommodations tax bond and tourism funds.

10. Parks-Capital Projects: Approval of International African American Museum Professional Services Contract Fee Amendment #2 to the Professional Services Contract with Moody Nolan, Inc., in the amount of \$263,180. The fee amendment request is for additional work in the design development phase to incorporate a 5,100 square foot third floor to house an expanded IAAM office program (\$160,300), FFE Design Services (\$67,500), Retention of Venue Consulting to complete cost estimations through the Construction Document phase (\$68,400) and a credit for LEED Commissioning (-\$33,020). The contract amount will increase by \$263,180. The total project budget remains unchanged. The contract time remains unchanged. The Fee Amendment will increase the Professional Services Contract with Moody Nolan, Inc. from \$10,268,222 to \$10,531,402. The total project budget remains unchanged. The funding source for this project is the City Council's previously approved borrowing of a \$12.5 million accommodations tax bond and tourism funds.
11. Parks-Capital Projects: Approval of a Construction Contract with Triad Engineering & Construction Company in the amount of \$470,400 for the stabilization and restoration of the Daniel Island Waterfront Trail. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget. Approval of this action will institute a \$555,000 project budget, of which the \$470,400 Construction Contract will be funded. The funding source for this project is the Daniel Island Admissions Tax Grant (\$555,000).
12. Public Service: Approval of Spring/Fishburne US17 Drainage & Transportation Improvements: Division III Federal Match (Phase II) Change Order #3 in the amount of \$160,086 from Crowder Construction Co. on subject project for necessary changes to the vortex boxes to promote longer life and more efficient maintenance including a change from 3000 psi concrete to 5000 psi grout; fabrication and installation of galvanized edge plates; installation of a Raven Liner on the invert, floor, and walls of the structure; and modifications to the top slab to include a two-piece lid and installation of a cable loop lift system. This CO is covered by the council-approved contingency allowance.
13. The Committee on Real Estate: (Meeting was held January 24, 2017 at 3:00 p.m. at Charles Towne Landing, 1500 Old Towne Road)
  - a. Request approval of the Facility Use Agreement for the City of Charleston Fire Department to use an approximately 1500 square foot area of land for up to 6 months for the temporary staging of a fire response truck and a mobile home. This property is owned by Old Dominion Freight Line. (1938 Clements Ferry Road; TMS: 268-00-00-076)

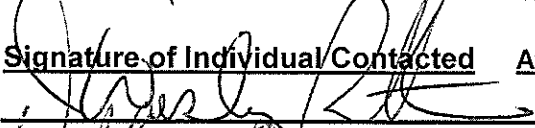
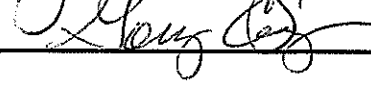
# COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor  
FROM: Wes Ratterree DEPT. Information Technology  
SUBJECT: REMOTE HOSTING SERVICES FOR DISASTER RECOVERY  
REQUEST: APPROVAL OF RENEWAL OF REMOTE HOSTING SERVICES OF CITY DATA AND SYSTEMS IN SUPPORT OF DISASTER RECOVERY OPERATIONS.  
STATE CONTRACT #: 4400002985.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 24, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

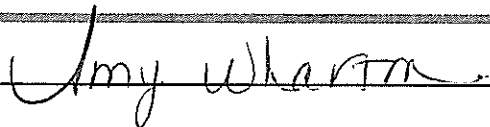
FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account \$67,866.00 Amount needed for this item \$67,866.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NOTES: Provides for the renewal of redundant storage of primary City systems at a remote site (Greenville, SC) to allow continued City operations in the event of a natural or man-made disaster that impacts City computer systems. Invoiced monthly at \$5,655.50 for an annual total of \$67,866.00.

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



<b>Bill To:</b>
City of Charleston Attn: Wes Ratterree Accounts Payable 32 Ann Street Charleston, SC 29403

<b>Date</b>	<b>Invoice</b>
01/01/2017	46292

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 15 days	01/16/2017		Monthly Billing for January

	Quantity	Price	Amount
Agreement: 1861			
MGD-CUSTOM-CHS: Custom Managed Solution	17.00	\$35.00	\$595.00
BW-IP-AVL: IP addresses	8.00	\$1.00	\$8.00
SEC-MFWUNL-AVL: Managed Firewall - Security Plus Bundle - Unlimited Node License	1.00	\$250.00	\$250.00
CLD-HYBRIDXCONN-AVL: Hybrid Cloud Data Center Cross Connect	1.00	\$35.00	\$35.00
BW-BST1000-AVL: Internet Bandwidth Burstable to 1000Mb/sec	100.00	\$4.00	\$400.00
COLO-RCKUNIT-AVL: Single Rack Unit Colocation in Shared Cabinet	1.00	\$49.00	\$49.00
Agreement: 2521			
CLD-ERC-CHS: Server 1 Enterprise Recovery Cloud	1.00	\$4,318.50	\$4,318.50
Remit check payments to the following address: Immedion LLC PO Box 603350 Charlotte, NC 28260-3350	<b>Invoice Subtotal:</b>		\$5,655.50
	<b>Sales Tax:</b>		\$0.00
	<b>Invoice Total:</b>		<b>\$5,655.50</b>

We value our customers and appreciate your business.  
Questions about your invoice? Contact our accounting office at 864.908.3000 or by email to [AR@Immedion.com](mailto:AR@Immedion.com).

**COMMITTEE / COUNCIL AGENDA**

TO: John J. Tecklenburg, Mayor

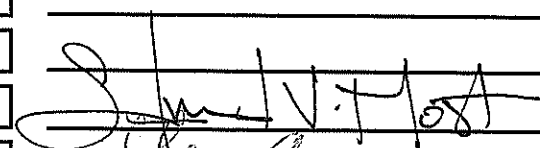
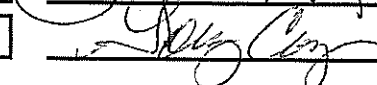
FROM: Jason Kronsberg DEPT. Capital Projects

SUBJECT: WATERFRONT TAXI FLOATING DOCK AND GANGWAY

REQUEST: Approval to process a change order to increase the purchase order with Salmons Dredging Corporation, PO Box 42, Charleston, SC 29402 for repair of the existing floating dock and marine gangway due to damage by Hurricane Matthew.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 24, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 957000 Account #: 52412

Balance in Account \* Amount needed for this item \$136,680.00 MAF  
v/n

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☐

**NEED:** Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

**FISCAL IMPACT:** Cost will be at least partially covered by insurance and possibly FEMA reimbursement.

Mayor's Signature: John J. Tecklenburg

John J. Tecklenburg, Mayor

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## EMERGENCY PURCHASE JUSTIFICATION FORM

**DEPARTMENT:** Capital Projects

**PRODUCT:** Repair and reattachment of 80' ADA Marine Gangway and repair of floating dock at Waterfront Pier Water Taxi

**VENDOR:** Salmons Dredging

**DATE:** December 21, 2016

1. Describe in detail the Emergency and impact to City operations.

The 80' ADA marine gangway at the water taxi floating dock at Waterfront Park was retrieved from the water and relocated to Salmons Dredging facility after it detached from the floating dock during Hurricane Matthew under a separate emergency purchase. The gangway and floating dock sustained damage during the storm and require repairs. The water taxi service cannot currently operate out of the Waterfront Park facility and is affecting business operations. Their season starts first of March.

2. Describe in detail the item affected and what corrective action needed.

Repair of gangway and floating dock.

3. What is the estimated cost and time to effect repair/replacement?

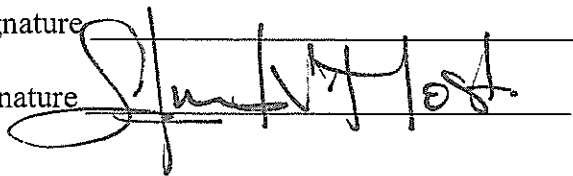
Cost for repair of this facility is a lump sum of \$136,680. Material procurement is currently 8-12 weeks

Requester Signature

Title

Approver Signature

Title



1/12/17



## SALMONS DREDGING CORPORATION

Marine Contractors Since 1919

Post Office Box 42  
Charleston, SC 29402

Tel: (843) 722-2921

Fax: (843) 723-4630

[www.salmonsdredging.com](http://www.salmonsdredging.com)

December 5, 2016

City of Charleston, Department of Parks  
Attn: Mr. Nate Yokoyama  
823 Meeting Street  
Charleston, SC 29402

Re: City of Charleston Water Taxi Floating Dock  
Damage from Hurricane Matthew

Dear Nate,

Per your recent request, Salmons Dredging Corporation offers the following repair proposal for the City's consideration:

Salmons proposes to furnish all labor, materials, equipment and supervision to repair the existing floating dock and marine gangway located at Charleston's Waterfront Park as described below:

- Pressure clean and repair existing 6' x 80' marine gangway currently stored at Salmons Terminal.
- Unload truck with replacement materials for floating dock furnished by Bellingham Marine.
- Unload truck with replacement handrail sections furnished by Gator Dock & Marine.
- Load floating crane rig and material barge with required tools and materials.
- Tow floating crane rig and material barge to site.
- Remove damaged handrail components from landing float and unbolt hurricane hinge assembly.
- Rig, hoist and remove landing float to material barge for inspection and repair.
- Bellingham Marine crew to remove and replace damaged vinyl fendering, timber rub strips, timber walers, thru-rods & thru-bolts and float modules, as required to repair landing float.
- Re-install landing float, reconnect hurricane hinge assembly and re-install replacement handrail sections.
- Install replacement sections of timber rub boards and vinyl fendering on main floating dock.
- Remove and replace up to 24 worn or damaged UHMW pile guide wear pads.
- Drill and install anchor bolts in concrete for new gangway safety anchor chains.

- Remove damaged hinge pin and re-install repaired 6' x 80' marine gangway and gangway landing plate.
- Install replacement fiberglass pile cap.
- Assist Bellingham Marine crew with trimming out main float and landing float using supplemental floatation as needed. Dock should be trimmed to within 1" in 10 feet horizontal.
- Install safety nets and shock cords in openings in handrail system.
- Clean up site and tow floating crane rig and material barge back to Salmons Terminal.
- Secure all tools and equipment. Clean off material barge as required.

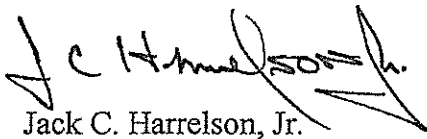
Lump Sum Amount This Proposal \$136,680.

Notes:

- The existing marine gangway hinge assembly will be re-used with a new hinge pin.
- Material procurement is currently 8 – 12 weeks ARO approved shop drawings.

Please feel free to contact us with any questions or concerns.

Best regards,  
Salmons Dredging Corporation



Jack C. Harrelson, Jr.  
Business Development



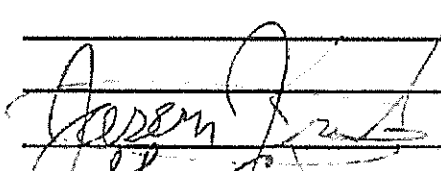
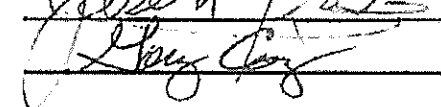
3c.)

## COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Jason Kronsberg DEPT. Parks  
SUBJECT: FERTILIZER  
REQUEST: Approval to purchase Fertilizer for various locations from Carolina Eastern Outdoors – Ravenel, PO Box 475, Hollywood, SC 29449.  
Solicitation #16-B033S.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 24, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Parks/ Grounds Maintenance Account #: 522000 - 52024

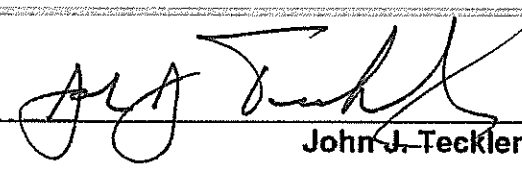
Balance in Account \$152,048 Amount needed for this item \$69,496.15

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☐

**NEED:** Identify any critical time constraint(s).

CFO's Signature: 

**FISCAL IMPACT:**

Mayor's Signature:   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

**BID TABULATION SHEET**  
**CITY OF CHARLESTON**  
 Charleston, South Carolina

Page 1 of 2

**Parks**

DATE: DECEMBER 19, 2016

SOL# 16-B033S

BUYER: CHENETTE SINGLETON

**FERTILIZER**

		BIDDER		BIDDER		BIDDER		BIDDER	
COMPANY NAME		SiteOne Landscape Supply		Carolina Eastern Outdoors		Howard Fertilizer		Possum's Landscape	
COMPANY REP.		Molly Vorous		Tom Player		Ned Mullis		William Scribner	
PHONE NUMBER		216-706-9250		843-870-9253		843-200-6595		843-270-3378	
FAX NUMBER/EMAIL									
MINORITY		No		No		No		No	
QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
466 Bags 50 lb. ea.	Top Choice (Fipronil .0143%)	137.50	6,4075.00	24.75 777 bags	19,230.75	125.00	58,250.00	23.05 777 bags	17,909.85
532 Bags 50 lb. ea.	18-0-8 + Alectus	22.95	12,209.40	19.60	10,427.20	19.74	10,501.68	15.95	8,485.40
532 Bags 50 lb. ea.	18-00-8 Barricade (1 lb.)	17.25	9,177.00	14.65	7,793.80	18.76	9,980.32	13.35	7,102.20
1064 Bags 50 lb. ea.	24-00-8 Dimension 0.19 (not generic)	23.95 968bags	23,183.60	25.00	26,600.00	24.82	26,408.48	22.45	23,886.80
5 Jobs	Spreading of Fertilizer(s)		No Bid		No Charge		5,000.00	15.00/acre	10,050.00
								670 acres	
	Sub-Total		108,645.00		64,051.75		110,140.48		67,434.25
	Shipping		0.00		0.00		0.00		0.00
	Tax		9,234.83		5,444.40		8,936.94		4,877.67
	TOTALS WITH SPREADING		\$117,879.83		\$69,496.15		\$119,077.42		\$72,311.92
	TOTALS WITHOUT SPREADING		\$117,879.83		\$69,496.15		\$114,077.42		\$62,261.92

**COMMENTS:**

BUYER: Robert C. Sfor

WITNESS: Mary Dwyer

**BID TABULATION SHEET**  
**CITY OF CHARLESTON**  
 Charleston, South Carolina

Page 2 of 2

**Parks**

DATE: DECEMBER 19, 2016

SOL # 16-B033S

BUYER: CHENETTE SINGLETON

FERTILIZER

		BIDDER		BIDDER		BIDDER		BIDDER	
		BIDDER		BIDDER		BIDDER		BIDDER	
QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
466 Bags 50 lb. ea.	Top Choice (Fipronil .0143%)	37.00 777 bags	28,749.00						
532 Bags 50 lb. ea.	18-0-8 + Alectus	25.45	13,539.40						
532 Bags 50 lb. ea.	18-00-8 Barricade (1 lb.)	18.77	9,985.64						
1064 Bags 50 lb. ea.	24-00-8 Dimension 0.19 (not generic)	33.89	36,058.96						
5 Jobs	Spreading of Fertilizer(s)		No Bid						
	Sub-Total		88,333.00						
	Shipping		0.00						
	Tax		7,508.31						
	TOTAL		\$95,841.31						
	TOTALS WITHOUT SPREADING		\$95,841.31						

COMMENTS:

BUYER: *Chenette Singleton* WITNESS: *Mary Dwyer*



" Original Bid "

The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
www.charleston-sc.gov

<b>Bid Number:</b> 16-B033S	<b>Bids will be received until:</b> December 27, 2016 @ 12:00pm
<b>Bid Title:</b> Fertilizer	
<b>Mailing Date:</b> November 18, 2016	<b>Direct Inquiries to:</b> Chenette Singleton, Buyer
<b>Vendor Name:</b> Caroline Eastern - Lawrence, LLC	<b>EDIN/SS#:</b> 46-0515719
<b>Vendor Address:</b> P.O. Box 415, 4744 Hwy. 162	
<b>City - State - Zip:</b> Hollywood, SC 29449	
<b>Telephone Number:</b> 843-734-0703	<b>Fax Number:</b> (843) 766-5252
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
<b>Authorized Signature:</b> [Signature]	<b>Title:</b> President
<b>Date:</b> 12/16/16	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

### IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Chenette Singleton in writing no later than **1:00pm on December 6, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Chenette Singleton @ [singletonc@charleston-sc.gov](mailto:singletonc@charleston-sc.gov).

Bid #: 16-B033S Fertilizer

Vendor: Carolina Eastern - Ravenel, LLC

The City is looking to purchase the following fertilizers. The bid will be awarded to the vendor that meets the specifications.

Item #	Quantity	Description	Unit Price	Total Price
1	466 Bag (50 lb. ea.) 777 (30 lb ea)	Top Choice (fipronil .0143%)  Required Delivery (466 Bags) Feb. 6 <sup>th</sup> - 10 <sup>th</sup>	\$ 24.15	19,230.75
2	532 bags (50 lb. ea.)	18-0-8 + Alectus 50% Ammonium Sulfate 50% XCU MOP  Required Delivery: June 1 <sup>st</sup> - 7 <sup>th</sup>	\$ 19.60	10,427.20
3	532 bags (50 lb. ea.)	18-00-8 Barricade (1 lb.) 50% Ammonium Sulfate 50% XCU MOP 1 lb. Barricade  Required Delivery (532 Bags) August 1 <sup>st</sup> - 7 <sup>th</sup>	\$ 14.65	\$ 7793.80
4	1064 bags (50 lb. ea.)	24-00-8 Dimension 0.19 (not generic) 33% Ammonium Sulfate 33% Methelene Urea 33% Duration MOP  Required Delivery: 532 Bags, February 20 <sup>th</sup> - 24 <sup>th</sup> 532 Bags, April 10 <sup>th</sup> - 14 <sup>th</sup>	25.00	\$ 26,600
5	5 jobs	Spreading of Fertilizer(s)	\$ 0 (Free)	N/E
		*All bags delivered must meet and follow ALL of the EPA Rules and Regulations.		
		Sub-Total		64,051.75
		Delivery Fee(s)		0
		8.5% Tax		5,444.40
		Total		69,496.15

\*\* The City reserves the right to purchase all, part or none of the items or services as in the best interest of the City.

# COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor  
FROM: Amy K. Wharton DEPT. BFRC  
SUBJECT: POLICE DEPARTMENT - SC DEPARTMENT OF PUBLIC SAFETY  
REQUEST: To approve the submission of the FFY18 Highway Safety Grant  
Application for salaries, mileage, and cellular service of two  
Traffic enforcement officers for \$156,330.

COMMITTEE OF COUNCIL: W&M DATE: January 24, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s).

CFO's Signature: [Signature]

**FISCAL IMPACT:**

No match is required.

Mayor's Signature: [Signature]  
John J. Tecklenburg, Mayor


**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY  
HIGHWAY SAFETY GRANT APPLICATION**

Grant #   
App #

To Be Completed by Project Director

Section 1

County Name:    
Other county/counties this project will serve:

Section 2

Project Location:

Section 3

Program Area:

Section 4

Project Period:   
Begin:   
End:

Section 5

Grant Period:   
Begin:   
End:




Section 6

Project Title:


Section 7

Project Summary: The purpose of this project is to continue support of 2 Traffic Enforcement Officers. The officers are implementing the City's Traffic Enforcement Plan. Their goal is to reduce speeding, high collision rates, and other forms of driver noncompliance.

Section 8

Type of Application    
b. Year of Funds :    
Do you plan to apply for additional years of funding after 1st year?  

Section 9

a. Organization Type :    
Other:(Specify)   
b. U. S. Congressional District

Section 10

Agency DUNS number\*:   
(fedgov.dnb.com/webform)

\* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

Agency Name

Address

City

State

(Please use the Name/Address  
above instead of this field)  
Name and Address of Implementing  
Agency

10 Digit Zip

(Area) Phone #:

(Area) Fax #:

### COMPLETE PAGES 2-5 BEFORE COMPLETING THIS SECTION

#### Section 11

#### BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
A321 Personnel	<input type="text" value="\$136,232"/>	<input type="text" value="\$0"/>	<input type="text" value="\$136,232"/>
A331 Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
A341 Travel	<input type="text" value="\$17,912"/>	<input type="text" value="\$0"/>	<input type="text" value="\$17,912"/>
A351 Equipment	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
A371 Other	<input type="text" value="\$2,186"/>	<input type="text" value="\$0"/>	<input type="text" value="\$2,186"/>
TOTAL:	<input type="text" value="\$156,330"/>	<input type="text" value="\$0"/>	<input type="text" value="\$156,330"/>

#### Section 12

APPROPRIATION OF NON-GRANTOR  
MATCHING FUNDS

Other (Explain):



## CATEGORIES

CASH  
GRANTOR MATCHING TOTAL  
FUNDS FUNDS

**1. PERSONNEL****A. SALARIES**

Position Title	Annual Salary/Rate	X	% of Time On Project			
Traffic Enforcement Officer	\$42,447		100	\$42,447	\$0	\$42,447
Overtime	\$6,000		100	\$6,000	\$0	\$6,000
Traffic Enforcement Officer	\$42,447		100	\$42,447	\$0	\$42,447
Overtime	\$6,000		100	\$6,000	\$0	\$6,000
TOTAL SALARIES:				\$96,894	\$0	\$96,894

**B. FRINGE BENEFITS, EMPLOYER PORTION:**

(Itemize - i.e FICA, Work, Comp, Retirement, etc.)

Description	% or Rate	X	Base			
Social Security & Medicare (FICA)	7.65	\$96,894	\$7,412	\$0	\$7,412	
Retirement	13.87	\$96,894	\$13,440	\$0	\$13,440	
Worker's Compensation Insurance	2.99	\$96,894	\$2,894	\$0	\$2,894	
Unemployment Insurance	0.151	\$96,894	\$146	\$0	\$146	
Health Insurance	15.62	\$96,894	\$15,130	\$0	\$15,130	
Other:	0.326	\$96,894	\$316	\$0	\$316	
TOTAL FRINGE BENEFITS				\$39,338	\$0	\$39,338
			TOTAL PERSONNEL:	\$136,232	\$0	\$136,232

**CONTRACTUAL SERVICES:**

(Describe services to be performed)

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

**TRAVEL:**

(Itemize-include mileage, airline cost, lodging, parking, per diem)

In-State Travel:

Mileage for 2 Officers (16,741 X .535)	\$17,912	\$0	\$17,912
--	----------	-----	----------

Out-of State Travel:

	\$0	\$0	\$0
TOTAL TRAVEL:	\$17,912	\$0	\$17,912

## CATEGORIES

GRANTOR	CASH MATCHING FUNDS	TOTAL
---------	---------------------------	-------

## IV. EQUIPMENT:

(Itemize - DO NOT Use Brand Names. DO NOT include leased or rented items.)

ITEM

QUANTITY

		\$0	\$0	\$0
TOTAL EQUIPMENT:		\$0	\$0	\$0

## V. OTHER:

Annual Cellular Service for 2 Officers		\$2,186	\$0	\$2,186
TOTAL OTHER:		\$2,186	\$0	\$2,186
TOTAL PROJECT COST:		\$156,330	\$0	\$156,330

## BUDGET NARRATIVE

**BUDGET DESCRIPTION:** List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

### Personnel

#### Salaries

This will be used to continue funding the two police officers assigned to the Charleston Police Department's Traffic Enforcement Unit under the SCDPS Highway Safety Grant Program.

#### Fringe Benefits

The grant will provide the following for the two police officers: Social Security and Medicare (FICA), overtime, Retirement, Worker's Compensation Insurance, Health Insurance, Dental, Disability, Life Insurance, and Unemployment. Reflected are the actual fringe rates.

#### Travel

#### Traffic Services Enforcement Mileage

Reimbursement for in-state mileage associated with traffic enforcement and approved training for the two grant-funded officers.

#### Other

#### Annual Cellular Data Service

Funds are requested to reimburse the data service of the two Traffic Enforcement Officer's mobile phones and mobile in-car computers.

**BUDGET NARRATIVE (Continued)**

**BUDGET DESCRIPTION:** List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

GRANT NO.

Page 6

## ACCEPTANCE OF AUDIT REQUIREMENTS

**PLEASE NOTE:** State agencies whose annual audit is covered by the State Auditor's Office **do not** have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), **including the management letter, if applicable, to:**

Grants Administration Accountant  
S.C. Department of Public Safety  
10311 Wilson Blvd.  
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. \*Audit Period: Beginning  Ending

1. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs  
by:

(Date)

**NOTE:** The audit or written certification must be submitted to the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, upon request.

**\*NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**

## PROGRAM NARRATIVE

**PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion of your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed. Attach additional pages as needed.

### JURISDICTION:

An estimated 133,579 residents live within the corporate limits of the City of Charleston (2015 "Fast Facts"). This makes Charleston the 2nd largest and fastest growing city in South Carolina. The Charleston Metropolitan Statistical Area (MSA), comprising of Charleston, Berkeley, and Dorchester Counties (Tricounty area), boasts a population of over 712,000. Residents of the Tricounty area commute to the City of Charleston for work, business, recreation, and worship on a regular basis.

The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Additionally, the City of Charleston has been named the #1 city to visit in the United States by Conde Nast and Travel & Leisure magazines for the past 3 years. This distinction has rapidly increased the city's tourism and urbanization, drawing over 5 million visitors annually. Finally, the distinction has contributed to increased overall growth. Charleston is 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

The City is also home to 5 institutions of higher education. These universities have a combined enrollment of over 17,000 students. According to the National Highway Traffic Safety Administration, "speeding was a contributing factor in 30 percent of all fatal crashes," in 2012. Of those fatal speeding collisions, 37% and 19% were college-age (21-24 yo) adult males and females, respectively. This large number of college students in a concentrated area makes the enforcement of driving laws critical to the safety of the community.

### PROBLEM STATEMENT:

The draw for tourists, multitudes of young student drivers, and long commutes to the city center has incidentally increased traffic collisions in the CPD jurisdiction. While violent crime has decreased over the past 10 years in Charleston, traffic-related fatalities are on the rise [SEE: Violent Crime & Incident Data]. It is up to the CPD to stay one step ahead.

In the last 5 years, Charleston County has consistently been one of the top counties in South Carolina for high fatality, injury, and property-damage collisions. However, Charleston dropped from #1 to #3 in state rankings from 2009-2013 for fatal and severe injury crashes. Furthermore, it has dropped from #5 to #8 in the state for fatal and severe injury crashes related to DUI. Nevertheless, the booming population generates a greater volume of collisions, as detailed below.

As the population of the Charleston MSA increases, so does the probability of vehicle collisions and fatalities.

Between the 2000 and 2010 Census surveys, the Charleston-N. Charleston MSA nearly doubled in population, spiking from 549,033 to 648,090 citizens. In 2014, the MSA was ranked #17 in the nation for fastest growing metropolitan areas. The number of collision-related fatalities has risen to 2011 rates. Over the past 5 years, the frequency of collisions has increased by 22.86%. The state of infrastructure requires the most careful of drivers to safely navigate the daily commute. However, Grade "D" interstates, high volume traffic, and non-compliant drivers have made SC #1 in the nation in freeway and expressway speeding-related fatalities (NHTSA, 2012). It is important that officers enforce speeding regulations and instill a culture of precaution and respect on Charleston's roadways.

### CITY OF CHARLESTON TRAFFIC SERVICES DATA:

The following statistics demonstrate the volume of collisions and fatalities in the City of Charleston. From 2014-2016, traffic collisions increased by 20.31% and fatal collisions increased by 20%:

#### Collision Data:

2016: 7897 total collisions / 12 fatal collisions  
 2015: 7396 total collisions / 14 fatal collisions  
 2014: 6564 total collisions / 10 fatal collisions  
 2013: 6063 total collisions / 4 fatal collisions

2012: 5899 total collisions / 9 fatal collisions  
2011: 5677 total collisions / 13 fatal collisions

**Traffic Safety Checkpoints:**

2016: 14 traffic safety checkpoints  
2015: 10 traffic safety checkpoints

**PERSONNEL NEED:**

The CPD has 3 patrol divisions, 7 teams and a traffic enforcement unit. CPD personnel are active participants in the Law Enforcement Network (LEN). This includes participation in joint traffic safety checks points and enforcement saturations and has recommended produces to improved traffic enforcement. However, budget cutbacks at the City, the shear increase in regular and commuting population, and the growing number of special events places a strain on patrol personnel. Maintaining the Traffic Unit's 2 grant-funded officers will allow the CPD to increase coverage and enforcement. In turn, the number of citations would increase while the number of collision-related injuries and fatalities would decrease.

The 2 traffic officers would continue to support the management of the monthly Victim Impact Panels and the revitalized Mothers Against Drunk Driving (MADD) program. With the newly established Community Outreach Office, the expanded Traffic Unit would have a professional and dedicated officer to coordinate Public-Safety Announcements and public education opportunities at the Departments children's programs: Camp Hope and Friday Night Lights.

**SOURCES:**

National Highway Traffic Safety Association (NHTSA). (2012). 2012 Traffic Safety Facts. <http://www-nrd.nhtsa.dot.gov/Pubs/812021.pdf>  
SC Department of Employment & Workforce. (December 2015). Community Profiles: Charleston County. <http://lmi.dew.sc.gov/lmi%20site/Documents/CommunityProfiles/21016700.pdf>  
US Census Bureau. (May 2015) Release Number: CB15-56 New Census Bureau Population Estimates Reveal Metro Areas and Counties that Propelled Growth in Florida and the Nation. <https://www.census.gov/newsroom/press-releases/2015/cb15-56.html>

## PROGRAM NARRATIVE

**PROGRAM GOAL(S):** Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.

- 1) To decrease fatal traffic collisions in the City of Charleston by 7.69%, from 14 (Calendar Year 2015, ending on 12/31/15) to 13, by the end of the grant period (ending on 09/30/18).
- 2) To decrease the total number of traffic collisions in the City of Charleston by 5.48%, from 7396 (Calendar Year 2015, ending on 12/31/15) to 6991 by the end of the grant period (ending on 09/30/18).
- 3) To decrease the total number of traffic-related injuries in the City of Charleston by 5.07%, from 296 (Calendar Year 2015, ending on 12/31/15) to 281 by the end of the grant period (ending on 09/30/18).
- 4) To decrease the total number of alcohol-related injury collisions in the City of Charleston by 25%, from 4 (Calendar Year 2015, ending on 12/31/15) to 3, by the end of the grant period (ending on 09/30/18).

**IMPACT INDICATOR(S):** State how accomplishments of the program goal(s) listed above will be measured.

- 1) Statistics shall be obtained from the South Carolina Department of Public Safety to verify that fatal traffic collisions in the jurisdiction of the City of Charleston are decreasing by the end of the grant period.
- 2) Statistics shall be obtained from the South Carolina Department of Public Safety to verify that traffic collisions in the jurisdiction of the City of Charleston are decreasing by the end of the grant period.
- 3) Statistics shall be obtained from the South Carolina Department of Public Safety to verify that traffic-related injuries in the jurisdiction of the City of Charleston are decreasing by the end of the grant period.
- 4) Statistics shall be obtained from the South Carolina Department of Public Safety to verify that alcohol-related injury collisions in the jurisdiction of the City of Charleston are decreasing by the end of the grant period.



## PROGRAM NARRATIVE

**SPECIFIC OBJECTIVE(S):** Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for specific time periods.

- 1) To maintain two grant-funded officers and purchase all needed equipment within 90 days of the grant award.
- 2) To conduct a minimum of one traffic safety checkpoint per month by September 30, 2018.
- 3) To have an appropriate, corresponding increase in citations for violations such as failure to yield right-of-way, following too closely, disregarding sign/signal, improper turn, and improper lane change by September 30, 2018, due to enhanced traffic enforcement efforts over the course of the grant period.
- 4) To have an appropriate, corresponding increase in speeding citations by September 30, 2018, due to enhanced traffic enforcement efforts over the course of the grant period.
- 5) To have an appropriate, corresponding increase in citations for safety belt and child restraint violations by September 30, 2018, due to enhanced traffic enforcement efforts over the course of the grant period.
- 6) To have an appropriate, corresponding increase in DUI arrests by September 30, 2018, due to enhanced traffic enforcement efforts over the course of the grant period.
- 7) To conduct twelve traffic safety presentations for area schools, businesses, military installations, churches and civic groups by September 30, 2018.
- 8) To issue monthly press releases to the local media outlets detailing the activities of the Traffic Unit.
- 9) To plan and conduct special enforcement and education activities in support of national and statewide highway safety initiatives, to include BUSC (May) and National Child Passenger Safety Week (September).
- 10) To have each grant-funded officer maintain a daily log of contacts made in the course of patrolling, to include written citations.
- 11) To participate actively in the local Law Enforcement Network.
- 12) To support, when possible, the Sober or Slammer sustained DUI enforcement campaign in specialized DUI enforcement activity (checkpoints and saturation patrols) and in specialized DUI enforcement activity during the Christmas/New Year s and Labor Day enforcement crackdowns.
- 13) To submit a Monthly Enforcement Data Report Form by the 10th of the month for the previous month.
- 14) To inform local judges and magistrates of the grant activities by the end of the first quarter of the grant period.
- 15) The City of Charleston PD will report monthly to the SCDPS data required by law which is collected from non-arrest and non-citation traffic stops.

**PERFORMANCE INDICATOR(S):** State exactly how each objective will be measured. Performance indicators must be matched to each specific program objective listed above.

- 1) The City of Charleston Police Department will follow all financial and hiring guidelines. Records will be maintained in the City's human resources and fiscal accounting systems.
- 2) The traffic team shall conduct a minimum of one traffic safety checkpoint per month by September 30, 2018 and maintain statistics of team's performance.
- 3) The Charleston Police Department shall maintain statistics on citations for violations such as failure to yield right-of-way, following too closely, disregarding sign/signal, improper turn, and improper lane change over the course of the grant period.
- 4) The Charleston Police Department shall maintain statistics on speeding citations over the course of the grant period.
- 5) The Charleston Police Department shall maintain statistics on citations for safety belt and child restraint

violations over the course of the grant period.

6) The Charleston Police Department shall maintain statistics on DUI arrests over the course of the grant period.

7) The Charleston Police Department shall conduct 12 traffic safety presentations to area schools, businesses, churches, and civic groups by September 30, 2018. The results of each meeting shall be maintained on file.

8) The Charleston Police Department's Public Information Officer shall issue monthly press releases to the local media outlets detailing the activities of the Traffic Unit. Copies of the press releases shall be maintained on file.

9) The Charleston Police Department shall plan and conduct special enforcement and education activities in support of national and statewide highway safety initiatives, to include BUSC (May) and National Child Passenger Safety Week (September). Results of each special enforcement effort shall be documented and statistics shall be maintained on file.

10) Each grant-funded officer shall maintain a daily log of contacts made in the course of patrolling, to include written citations.

11) Attend monthly Law Enforcement Network meetings and participate in training.

12) Statistics will be maintained on Sober or Slammer, monthly DUI enforcement and holiday DUI enforcement.

13) Copies of the Monthly Enforcement Data Report Form will be maintained in the grant files.

14) A memorandum will be issued to local judges and magistrates informing them of the project goals prior to the end of the first quarter of the grant period.

15) The OHSJP will review the SCDPS bias-based database to determine if the agency is reporting data on non-arrest and non-citation traffic stops relative to gender, race and age of individuals stopped.

## PROGRAM NARRATIVE

**PROJECT NARRATIVE:** Provide a comprehensive step-by-step description of the project, indicating the tasks and activities to be employed to address the problem outlined on Page 7. Detail what will be accomplished, how activities will be implemented, and who will perform the tasks. Each specific objective should be addressed, including an explanation of how it will be achieved. Use additional pages as necessary.

### Personnel

The Charleston Police Department will maintain two (2) officers assigned to the Traffic Enforcement Unit. The Charleston Police Department will maintain records of the backfilled positions and notified the granting agency in the event that project personnel have changed.

### Activities

The City of Charleston is dedicated to traffic safety. It was recently recognized as the 2015 South Carolina Traffic Safe Community of the Year for its efforts. The 2 grant-funded officers will support this title through 100% effort on traffic law enforcement. By using heatmaps to pinpoint high incident areas, officers will use their time and resources most efficiently. In addition, the officers will dedicate particular attention to speeding, DUI and seatbelt safety violations in correspondence to the CPD's media and outreach efforts. Incident data will be recorded with the CPD's Crime Analysis Unit.

The officers will work rotating schedules on Monday thru Friday from 6am until 8pm. In 2015, over 85% of collisions took place between those hours. In 2014, 84.7% of collisions took place between those hours. The officers will focus on a reduction of traffic collisions through targeted enforcement during these high-collision times. The officers will evaluate their effectiveness on a regular basis and adjust their geographical location, patrol hours, and method of patrol to increase their effectiveness.

### Special Activities

The officers will attend public gatherings and training opportunities as requested.

### Educational Outreach & Media

The grant-funded officers will conduct presentations for schools and community groups. These officers will rotate turns facilitating the monthly the Victim Impact Panels hosted at the Charleston Police Department.

These individuals would also coordinate with Charleston County School District and the CPD's Camp Hope and Friday Night Lights programs to conduct traffic safety presentations to student audiences. This includes demos on bicycle safety, seatbeat usage and other knowledge tailored to the age of the group. The Department will issue press releases, Twitter and Facebook posts on the 1st year activities. The officers will promote the use of cabs and group transportation for weekend and holiday activities.

### Reporting

The Crash Reduction Team officers will report to the Lieutenant in command of the Traffic Enforcement Unit to relate their activities and effectiveness and adjust their methods, as needed. The CPD will also utilize statistical data, from internal and external sources, to determine the best methods to reduce collisions. This may also include recommendations to the Chief and new Mayor on non-policing efforts that would directly or indirectly reduce collisions in the area.

## PROGRAM NARRATIVE

**PROJECT EVALUATION:** The purpose of evaluating a project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. In this section, describe the plan or process for assessing the impact on the highway safety problem(s) in your jurisdiction. The completed evaluation report should be included in the Final Narrative Report submitted for the project.

The Product Director and Crime Analysts will evaluate the effectiveness of this grant-funded project. The success of the project impact will be determined by the CPD's ability to realize the percent reduction outlined in the "Project Goals" section. The Project Director and the Senior Grants Accountant will insure that time and attendance records reflect the level of effort dedicated to the project. Records will provide an accurate status of the progress and outcome of the project.

Evaluations of the project will be completed on a schedule to be determined by the Project Director once the grant is awarded and the project is underway. However, the Project Director will internally evaluate the efforts as part of the standard monthly CompStat meetings. This will enable the Project Director to adjust the enforcement times and efforts as needed. The Project Director and grant-funded officers will be responsible for compilation and submission of all evaluative reports generated on the project, including but not limited to the progress report and the final reports.

**PROJECT CONTINUATION:** Explain how the project activity will be continued after federal funding assistance is no longer available.

The Charleston Police Department will continue its efforts to reduce collisions and traffic fatalities in FFY18. The officers would retain grant-funded equipment according to SCDPS and federal retention and disposition requirements.

## PROGRAM NARRATIVE

**MEDIA PLAN:** Discuss your plans for announcing the award of this grant to your community through media outlets available to you. Also, please discuss how you plan to keep the public informed of grant activities throughout the entire project period. Use additional pages as needed.

If awarded, the CPD will announce the notice of grant award in the form of a press release to local media outlets. The Charleston Police Department will also make periodic announcements using its new social media platforms to update the community on the progress of the project, community education activities and public service announcements. The Charleston Police Department will promote specialized campaigns and enforcement efforts through the media. The Charleston Police Department will also honor requests for information made by the public, private interests, and governmental agencies in reference to this grant that are made outside of the official releases.

**TOTAL PROJECT AREA POPULATION:** Provide the most current population figures for the area served by this project. The population of the project area may be larger than the population of the recipient unit of government (e.g., the project is a multi-jurisdictional effort) or smaller (e.g., the project targets a specific segment of the jurisdiction). Cite the source of information presented.

Total Population for county(ies):

Or City/Town:

Site source of information

**AGENCY INFORMATION:** (For Law Enforcement Agencies ONLY) Provide agency staff information, as well as the current level of enforcement activity for the entire department for the three previous calendar years.

Number of sworn officers in agency

Number of non-sworn staff in agency

Total number of personnel in agency

### NUMBER BY CALENDAR YEAR

ACTIVITY	CY: <input type="text" value="2014"/>	CY: <input type="text" value="2015"/>	CY: <input type="text" value="2016"/>
DUI Arrests	<input type="text" value="225"/>	<input type="text" value="275"/>	<input type="text" value="246"/>
Speeding (All cases)	<input type="text" value="5661"/>	<input type="text" value="3539"/>	<input type="text" value="3058"/>
Safety Belt Violations	<input type="text" value="3330"/>	<input type="text" value="1023"/>	<input type="text" value="605"/>
Child Restraint Violations	<input type="text" value="117"/>	<input type="text" value="35"/>	<input type="text" value="25"/>
All Other Traffic Violations	<input type="text" value="35862"/>	<input type="text" value="19586"/>	<input type="text" value="18268"/>
Traffic Crashes Investigated	<input type="text" value="6063"/>	<input type="text" value="7396"/>	<input type="text" value="7897"/>
Check Points Conducted	<input type="text" value="10"/>	<input type="text" value="10"/>	<input type="text" value="14"/>

## IMPLEMENTATION SCHEDULE

The Implementation Schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. The "Implementation Actual Time Frame" section will be used to reflect the actual activities, dates, etc. when submitting your Progress Report after the grant is approved.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				
		1	2	3	4	1	2	3	4	Date
		Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	
Accept Grant Award	Grants Coordinator	X								
Submit Monthly & Quarterly Report	Project Director	X	X	X	X					
Evaluate Collision Statistics	Project Director	X	X	X	X					
Conduct Media Outreach	Police Public Information	X	X	X						
Close Grant Contract	Grants Coordinator				X					

## GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

1. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
  2. **Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 49 CFR applicable to grants and cooperative agreements including Part 18 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  3. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
  4. **Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the Office of Highway Safety and Justice Programs (OHSJP) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the applicable OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not received the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. The OHSJP will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.
  5. **Non-Discrimination:** The subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the OHSJP.
6. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:
    - a. **Advice:** No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

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**Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

**7. Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

**8. Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable.

**9. Project Implementation:** The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

**10. Written Approval of Changes:** Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs (OHSJP) prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Request for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30 of the funding cycle.

**11. Contract Approval Requirements:** The Subgrantee must receive approval of all contract agreements for services and products from the OHSJP prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the OHSJP prior to payment or within 30 days of signature, whichever comes first.

In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

**12. Individual Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the



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maximum of \$450.00 per day.

**13. Dual Employment Compensation:** Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs (OHSJP) prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the OHSJP.

**14. Sole Source Procurement:** Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the OHSJP.

**15. Bidding Requirements:** The subgrantee must comply with proper competitive bidding procedures as required by 49 CFR Part 18 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the OHSJP for review and approval, but adequate documentation must be maintained in the subgrantee's files. For items costing \$2,500.01 to \$4,999.99, this documentation must include written quotes. For items \$2,500 or less, written documentation of verbal quotes is acceptable, or written verification that the bid price secured is fair and reasonable.

On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to the OHSJP for review and approval prior to acceptance of any quote/bid. Provide the following information:

- a. A copy of all bids submitted.
- c. The bid selected.
- b. The criteria used for selection.
- d. If other than low bid selected, provide justification.

This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are not required to be submitted to the OHSJP for approval. Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

**Prior Approval of Bid Specifications/Requests for Proposals:**

On any items, including those bid in the aggregate, whose total is \$5,000 or more, a copy of the proposed bid specifications or the Request for Proposals (RFP) must be submitted to the OHSJP for review and approval prior to issuance.

**16. Personnel and Travel Costs:** Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at [www.gsa.gov](http://www.gsa.gov). Attendees will only be reimbursed up to the maximum allowable rate for lodging, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$25 per day for in-state travel and \$32 per day for out-of-state travel.

**17. Cost Assumption:** The applicant agrees to the assumption of the cost of the project after the federal funding period has expired.

**18. Obligation of Grant Funds:** Grant funds may not, without advance written approval by the OHSJP be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

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**19. Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

**20. Recording and Documentation of Receipts and Expenditures:** Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

**21. Financial Responsibility:** The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c. The accounting system should provide accurate and current financial reporting information.
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

**22. Reports:** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs (OHSJP) may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.

**23. Program Income:** All program income generated by this grant during the project must be reported to the OHSJP quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the OHSJP.

**24. Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved.

**25. Property Control:** Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 49 CFR Part 18 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

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b. **Property Control Record Form:** At the time the final request for payment is submitted, the subgrantee must file with the OHSJP a copy of the Property Control Record Form (provided by the OHSJP) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the OHSJP and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the OHSJP prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the OHSJP immediately.

26. **Performance:** This grant may be terminated or fund payments discontinued by the OHSJP where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the OHSJP. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the OHSJP, the subgrantee shall reimburse the OHSJP the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the OHSJP for payments made.

27. **Deobligation of Grant Funds:** All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs (OHSJP).

28. **Out-of-State Travel:** The subgrantee must receive prior approval from the OHSJP on all out-of-state travel not specified in the approved grant application.

29. **Copyright:** Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs (OHSJP) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or OHSJP purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the OHSJP's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. **Cash Depositories:** Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. **Produced Materials:** Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the OHSJP for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the OHSJP two copies of all materials produced as part of the grant.

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**32. MBE Obligation:** It is the policy of the U.S. Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement. The subgrantee agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have maximum opportunity to participate in the performance of contracts/subcontracts financed in whole or in part with federal funds provided under this grant. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DPT-assisted contracts.

**33. Confidential Information:** Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs (OHSJP) requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the OHSJP.

**34. Political Activity (Hatch Act):** The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**35. Debarment Certification:** The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

- a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).
- b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

**36. Drug-Free Workplace Certification:** This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency subgrantees that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act requires certification by all subgrantees receiving \$50,000 or more. The certification is a material representation of fact upon which reliance will be placed when the OHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

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**37. Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and,
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services that has an aggregate value of \$500,000 or more.

**38. Closed Captioning of Public Service Announcements:** Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

**39. Equipment Use:** Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

**40. Observance of National Safety Weeks:** All subgrantees shall assist the Office of Highway Safety and Justice Programs (OHSJP) in promoting the observance of National Child Passenger Safety Week (September); Buckle Up America Week (May); and Drunk and Drugged Awareness Month (December) as requested.

**41. Personnel:** All personnel funded under this grant must be identified by name and date of hire. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing. Costs for personnel can only be reimbursed for the time spent directly on the implementation of the project (if benefits are included, this encompasses accrued annual and sick leave).

**42. Specialized Equipment/Occupant Protection Device Purchases:** The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

**43. Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out:** Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process prior to August 1 each year.

All grant-funded purchases must be requested, purchased, invoiced, and delivered prior to September 30. As such, any purchases made under this grant must be documented with purchase requisitions/purchase orders dated on or before September 30.

**44. Use of Grant-Funded Traffic Officers:** The purpose of funding traffic safety units is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic safety enforcement units must ensure that the level of enforcement for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant-funded unit. In other words, the grant-funded traffic

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officers are not to replace existing personnel who are performing traffic enforcement duties. Existing personnel should continue traffic enforcement efforts. Progress reports must reflect the activity level of existing personnel separate from grant-funded personnel. Grant-funded traffic officers are not permitted to provide any type of escort services (funeral processions, parades, etc.) since their primary responsibility is traffic law enforcement and traffic safety education. They may only perform those tasks specified in the approved grant agreement.

**45. Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the OHSJP Guidelines or "Special Conditions" placed on the grant award.

**46. Compliance Agreement:** The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the OHSJP. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

**47. Suspension or Termination of Funding:** The OHSJP may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to adhere to the requirements, standard conditions or special conditions.
- b. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- c. Failure to submit reports.
- d. Filing a false certification in this application or other report or document.
- e. Other good cause shown.

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### BUY AMERICA ACT

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

### CERTIFICATION REGARDING FEDERAL LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

#### Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



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### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;<sup>7</sup>
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**A DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;

## GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

- b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs, and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will –
- (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the Office of Highway Safety. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

### **B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the Office of Highway Safety and Justice Programs.

**GRANT TERMS AND CONDITIONS**

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

**CERTIFICATION Y PROJECT DIRECTOR \***

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct  
name fields below) Name:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Agency:

Mailing Address

City:

State:

10 Digit Zip:

Phone Number:

Fax Number:

E-Mail Address:

Signature:

Bonded: **Yes**

☒ I certify that the Authorized Official and Chief Financial Officer are aware and in agreement with the grant as set forth above.

**CERTIFICATION Y FINANCIAL OFFICER \***

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct  
name fields below) Name:

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Agency:

Mailing Address: 116 Meeting Street  
City: Charleston  
State: South Carolina  
10 Digit Zip: 29401-2260  
Phone Number: 843-579-7529  
Fax Number: 843-720-3901  
E-Mail Address: whartonk@charleston-sc.gov  
Signature:  
Bonded: Yes

**GRANT TERMS AND CONDITIONS**

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. **CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN \***

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

(Please use the distinct  
name fields below) Name:

Prefix: First Name: Middle Name: Last Name: Suffix: Title: Agency: Mailing Address: City: State: 10 Digit Zip: Phone Number: Fax Number: E-Mail Address: Signature: Bonded: **Yes**

**\* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.**

## REQUEST FOR GRANT REVISION

Grant Number: Date: Revision #: SUBGRANTEE : GRANT TITLE : 

Type of Request:

☐ Programmatic Revision☐ Budget Revision:

Use whole dollars only (For example: \$1,500 not \$1,500.00)

Specific Area(s) to be revised	Current Approved Federal Amount	Requested Federal Amount	Difference	
			(+)	(-)
Personnel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Travel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Equipment	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Other	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	

JUSTIFICATION FOR THE REQUESTED REVISION:

(List and attach revised application pages as appropriate)

PAGE NUMBER(S) OF REVISED  
GRANT PAGES:

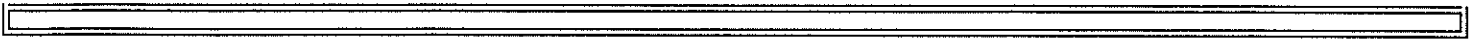
REVISION REQUESTED BY:

  
Project Director Signature  
Date

FOR OHS USE ONLY:

Program Manager: Date Initial Senior Accountant Date Initial Grants Administration Manager Date Initial Assistant Director Date Initial Director Date Initial 

SC Department of Public Safety: Office of Highway Safety





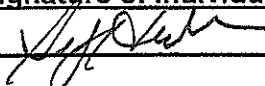
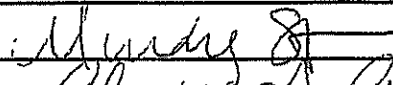

# COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor  
FROM: Amy K. Wharton DEPT. BFRC  
SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES- YOUTH VOLUNTEER CORPS  
REQUEST: To submit the Youth Volunteer Corps Grant Application in the  
amount of \$200 for the Service - Learning Implementation program

COMMITTEE OF COUNCIL: W&M DATE: January 24, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director-MOCYF	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

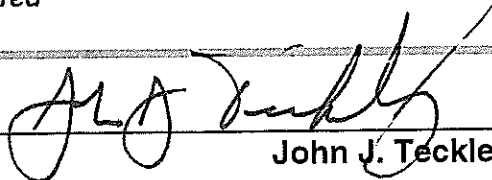
Balance in Account Amount needed for this item

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☐

**NEED:** Identify any critical time constraint(s).

CFO's Signature: 

**FISCAL IMPACT:**  
No City Match Required

Mayor's Signature:   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

**Mayor's Office for Children, Youth and Families**  
**Youth Programs Division**  
**Service-Learning Implementation Grant Overview/Application Documents**  
**Jennifer Gorham, Youth Programs Coordinator**  
**gorhamj@charleston-sc.gov | 843-965-4190**

## **SERVICE-LEARNING IMPLEMENTATION GRANTS**

Service-learning is a form of experiential education that integrates meaningful service with instruction and reflection to generate the most positive and impactful experience for YVC Youth Volunteers. Service-learning is required at every YVC project.

To support our Affiliates in their pursuit of high-quality service-learning, YVCHQ has unveiled the Service-Learning Library (available only to YVC Affiliates), with 75 unique service-learning lessons available for immediate use. Learning themes include homelessness, health, stereotypes, animals and much more.

To encourage use of the Service-Learning Library and add quality lessons to it, YVCHQ is offering a \$200 grant to any Affiliate in good standing that participates in the Service-Learning Implementation Grants. View the grant guidelines [here](#), and fill out your report [here](#). Find out more details about this grant opportunity by watching this webinar.

Email questions to Amanda Moser at [amoser@yvc.org](mailto:amoser@yvc.org) or Leah Boal at [lboal@yvc.org](mailto:lboal@yvc.org). YVC can be reached by phone at 816-472-9822.

## **APPLICATION STEPS**

From November 1, 2016 – January 31, 2017, Affiliates should:

1. Complete the Service-Learning Training Module *[Completed November 4, 2016]*
2. Chose one (1) existing service-learning lesson from the YVCHQ service-learning library *[Completed October 15, 2016]*
3. Create two (2) original service-learning lessons using the YVC planning guide *[Completed December 19, 2016 and January 7, 2017]*
4. Utilize these three (3) service-learning lessons in three (3) YVC service projects: *[Completed December 19, 2016 and January 7, 2017]*
  - a. Projects must follow the YVC project model (ice breaker/team builder, supervised service, and meaningful reflection).
  - b. Photos should be taken at projects if possible.
5. Submit the Service-Learning Implementation report for each completed project. *[January 24, 2017]*

Service Learning  
Library Lesson  
Report #1

# SERVICE-LEARNING IMPLEMENTATION GRANTS FORM

## SERVICE-LEARNING IMPLEMENTATION GRANTS REPORT

Affiliate report for implementation of service-learning.

- Location\*

Charleston

- Service-Learning Lesson Type\*



YVCHQ Service-Learning Lesson



Original Service Lesson

Please select one

- Original Service-Learning Lesson Upload\*

- Service Project Name\*

Learning to Read

- Service Project Description\*

Youth will read a story in a different language in order to emphasize with children who are learning to read. We were at the Big Book Sale, a community-based event. This event was held on October 15th, 2016 and we had 8 volunteers attend giving 24 hours of service.

Please include agency name, number of Youth Volunteers and service hours, project dates, and in-school or community-based implementation.

- This project included the following activities:\*



Ice Breaker or Team Builder



Supervised Service



Reflection/Service-Learning

Check any/all that apply

- What did Youth most enjoy or not enjoy about this lesson? Why?\*

The youth really enjoyed trying to figure out the correlation between each word and the english counterpart. The only negative was once they figured out the story they were able to use their previous knowledge of the story to fill in the blanks much faster than the first few sentences. While this can be explained as "learning to read" the speed that they figured it out took a lot of the struggle that someone attempting to learn to read would have.

- What about this lesson went particularly well? Why? Can you provide an example of how Youth were impacted by this lesson?\*

The youth clearly had a lot of fun trying to learn to read the story, and that helped them attach their own struggles into the activity. Many youth tried to sound the words out and immediately recognized that young children use that as a great tool to read.

- What would you change about this lesson?\*

The only thing I would change would probably be the story itself. Because the story is so recognizable, the youth were able to pick up pretty quickly which story they were reading and fill in the blanks themselves.

- Project Photos

Please upload any photos of the service-project if applicable

- Anything else you'd like to add?

Submit



## Learning to Read

### Brief Overview:

Youth will read a story in a different language in order to empathize with children who are learning to read.

### Issue Area(s):

- Children
- Education

### YVC Strategic Focus Areas:

- Education

### Learning Objectives:

- By the end of the project, youth will experience the difficulty in learning to read by reading Di Tri Berrese.

### Skill Development Potential:

- Communication
- Diversity/Multicultural Sensitivity
- Empathy

### National Education Standards (i.e. Common Core)

- CCSS.ELA-LITERACY.CCRA.R.1  
Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.
- CCSS.ELA-LITERACY.CCRA.R.4  
Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone.

### Materials:

- Di Tri Berrese story
- Translation copy

### Instructions/Content:

- Tell youth that they will be learning how to read today.
- Hand each person a copy of "Di Tri Berrese."
- Give the volunteers 5-8 minutes to read the story.
- After youth have read the story, ask for a few volunteers to summarize the story to the rest of the group.
- Read the translation to the group and ask the reflection questions.

**Reflection Questions:**

Excellent service-learning incorporates a variety of challenging reflection activities that are ongoing and prompt deep thinking and analysis about oneself and one's relationship to society.

1. Describe the most difficult part of this exercise.
2. Create a list of at least 5 things that children must know before they learn to read. Discuss what may happen if a child does not know these things.
  - a. Examples: letter recognition, letter sounds, word recognition, sounding-out, word meanings, comprehension, etc.
3. Collaborate ideas on how we can help children feel better or more confident in their abilities if they are struggling to read.

**Examples of Relevant Games (optional):**

- Any sort of game that uses letters or words. Then, ask youth if they could play this game if they didn't know their letters or know how to read.

**Career Connections (optional):**

- Literacy specialist
- Teacher
- Librarian

**"Take It Home" Challenge (optional):**

- If you have younger siblings at home or other young children in your life, challenge yourself to read with them at least once a week.

Service Learning  
Lesson  
Report #2

# SERVICE-LEARNING IMPLEMENTATION GRANTS FORM

## SERVICE-LEARNING IMPLEMENTATION GRANTS REPORT

Affiliate report for implementation of service-learning.

- Location\*  
Charleston
- Service-Learning Lesson Type\*
  - ☐ YVCHQ Service-Learning Lesson
  - ☒ Original Service Lesson

Please select one

- Original Service-Learning Lesson Upload\*
- Service Project Name\*  
Environmental Day

- Service Project Description\*

YVC of Charleston partnered with Keep Charleston Beautiful for this event. Members painted a drum barrel that was placed at a CARTA bus stop outside the Charleston Museum. Youth painted the drum barrel to represent Charleston and South Carolina. Youth were split into two groups. While one group was painting the drum barrel the other group had a small conversation with the Program Director about why recycling is important and how litter affects the city. Date: 12/19/16 | Attendees = 14 | Hours = 56

Please include agency name, number of Youth Volunteers and service hours, project dates, and in-school or community-based implementation

- This project included the following activities:\*
  - ☒ Ice Breaker or Team Builder
  - ☒ Supervised Service
  - ☒ Reflection/Service-Learning

Check any/all that apply

- What did Youth most enjoy or not enjoy about this lesson? Why?\*

Painting the drum barrel but as far as the service-learning component is concerned they enjoyed the Family Feud style trivia lesson because they were able to showcase the information they learned in the small group discussion. This style allowed youth to better comprehend the importance of recycling and eliminating litter in our city. Youth were split into two teams (different than their previous one) to help showcase their understanding of the topic.







## Service-Learning Activity Planning Guide

### Brief Overview:

- Youth will gain a better understanding of how litter impacts their environment and city. They will learn how they can make better choices to eliminate litter and waste throughout their daily lives.

### Issue Area(s):

- Children
- Environmental

### YVC Strategic Focus Areas: (Compassionate Communities, Healthy Lifestyles, Arts and Culture, STEM, Education)

- Compassionate Communities
- Education
- STEM

### Facilitator Instructions:

- This lesson is ideal for 10-50 youth.
- This lesson can be done at any project type
- Ideal to partner with an environmental agency and have them guest speak beforehand

### Learning Objectives:

- By the end of the project youth will understand how long it takes waste to decompose if not recycled
- Youth will be able to define key terms in regards to recycling and litter
- Youth will be able to answer trivia questions regarding litter and waste

### Skill Development Potential: (Flexibility/Adaptability; Interpersonal Skills; Communication; Teamwork; Problem Solving; Diversity/Multicultural Sensitivity; Work Ethic; Reliability/Dependability; Self-Confidence; Professionalism; Planning/Organizing; Leadership; Empathy)

- Interpersonal Skills
- Communication
- Teamwork
- Leadership

### National Education Standards (i.e. Common Core)

- NS.9-12.6 Personal and Social Perspectives

### Materials:

- Litter Handouts

### Instructions/Content:

1. Ask youth if they recycle or not and ask them why they do/don't.
2. Tell them that they'll learn more about why recycling is crucial for our environment.

3. Split the group into two smaller groups to play a Family Feud style environmental game.
4. Have one player from each team join you at the front of the room. You will ask them questions from the handouts.
5. The person who raises their hand first answers. If they answer correctly they receive a point. If they answer incorrectly the other team gets a chance to answer. If neither team answers correctly no points are distributed and the question will be asked again throughout the game.
6. When all questions are asked and everyone has had a chance to answer, engage them in a reflection session by asking the reflection questions.

**Reflection Questions:**

Excellent service-learning incorporates a variety of challenging reflection activities that are ongoing and prompt deep thinking and analysis about oneself and one's relationship to society.

1. What is one question you distinctly remember from the game?
2. Why should we recycle and eliminate litter?
3. How can we eliminate litter from our city?
4. Ask youth if they drink from plastic water bottles. If they do have them tell you how many bottles they drink per day. Calculate with them how many years that one day's worth of water bottles would take to decompose.
5. Challenge youth to write down how many recyclable items they DON'T recycle for three days.

**Connection to Local Community:**

Living in a coastal city any trash or litter that we do not dispose of appropriately can find its way to the ocean and threaten local wildlife.

**"Take It Home" Challenge:**

Challenge youth to keep an environmental journal detailing the items that could recycle but don't and list how long it will take each item to decompose. Along with that, challenge youth to list the possible effects of their litter on their city and the environment.

**Submitter Name and Contact Info (if available, for follow-up purposes):**

Jennifer Gorham, Program Director – YVC of Charleston | [gorhamj@charleston-sc.gov](mailto:gorhamj@charleston-sc.gov) | 843-965-4190

# SERVICE-LEARNING IMPLEMENTATION GRANTS FORM

## SERVICE-LEARNING IMPLEMENTATION GRANTS REPORT

Affiliate report for implementation of service-learning.

- Location\*
- Service-Learning Lesson Type\*
  - ☐ YVCHQ Service-Learning Lesson
  - ☒ Original Service Lesson

Please select one

- Original Service-Learning Lesson Upload\*
- Service Project Name\*

- Service Project Description\*

Date: 1/7/17 | Attendees = 9 | Hours = 22.5

Please include agency name, number of Youth Volunteers and service hours, project dates, and in-school or community-based implementation

- This project included the following activities:\*
  - ☒ Ice Breaker or Team Builder
  - ☒ Supervised Service
  - ☒ Reflection/Service-Learning

Check any/all that apply

- What did Youth most enjoy or not enjoy about this lesson? Why?\*

- What about this lesson went particularly well? Why? Can you provide an example of how Youth were impacted by this lesson?\*

N/A

- What would you change about this lesson?\*

N/A

- Project Photos

Drop files here or

Please upload any photos of the service-project if applicable

- Anything else you'd like to add?

Submit



## Hungry Decisions

### Brief Overview:

- Youth will learn about how access to reliable food impacts families in developing countries.

### Issue Area(s):

- Hunger
- Social Services

### YVC Strategic Focus Areas:

- Compassionate Communities

### Facilitator Instructions:

- Hungry Decisions Interactive PowerPoint Link  
<https://fhadvocates.files.wordpress.com/2010/10/hungry-decisions.pps>
- Hunger Facts  
<http://servicelearning.cps.k12.il.us/pdf/hungerPoverty.pdf>  
<http://www.actionagainsthunger.org>

### Learning Objectives:

- By the end of the lesson, youth will complete an interactive PowerPoint that reacts to their decisions in life altering situations.
- By the end of the lesson, youth will discuss the impact access to basic necessities such as food and water has on families in developing countries.

### Skill Development Potential:

- Decision making
- Communication
- Problem Solving
- Diversity/Multicultural Sensitivity

### National Education Standards (i.e. Common Core)

- Include applicable national/state education standards and links to curriculum addressed by this activity.

### Materials:

- Access to a phone with PowerPoint capabilities, or a computer

### Instructions/Content:

- Bring up the Hungry Decisions PowerPoint and read the first introductory pages
- Continue through the PowerPoint using the groups consensus decisions to continue the story
- Read the following facts about global hunger
  - 1 in 8 people worldwide don't get enough food to eat
  - The number of hungry people in the world exceeds the population of the U.S., Canada, and the European Union combined.

- 34 Million children suffer from severe acute malnutrition, a deadly condition if not treated
- Around 1 million children each year die from hunger-related causes. This means Malnutrition causes 15% of child deaths. 1 in 6 children in developing nations is underweight
- More than 60% of the world's hungry are women and girls
- The first 1,000 days of a child's life, from pregnancy through age two, is a critical window for good nutrition. 1 in 4 children in developing nations is stunted

**Reflection Questions:**

Excellent service-learning incorporates a variety of challenging reflection activities that are ongoing and prompt deep thinking and analysis about oneself and one's relationship to society.

1. Imagine you live in a developing nation and do not have the money to continue food production on your family farm. How do you get your food?
2. Based on this story, what would you say are the major causes of poverty and hunger? What are the consequences?
3. What can we do to open up more choices and more opportunities for hungry people? What will you do?

**"Take It Home" Challenge (optional):**

- Share this activity with friends and family and discuss how your choices may differ from the real decisions people in this situation are currently making.

**Submitter Name and Contact Info (if available, for follow-up purposes):**

Mary Colombo, YVC of Charleston SC. colombom@charleston-sc.gov

6.)

## COMMITTEE / COUNCIL AGENDA

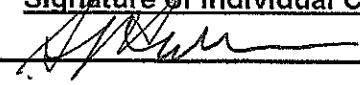
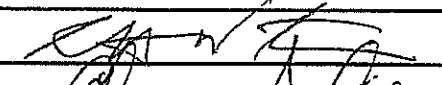
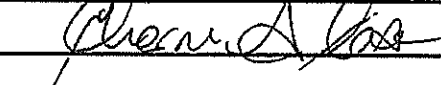
TO: John J. Tecklenburg, Mayor  
FROM: Amy K. Wharton DEPT. BFRC  
SUBJECT: OFFICE OF CULTURAL AFFAIRS - NATIONAL ENDOWMENT FOR THE ARTS (NEA) GRANT

REQUEST: To approve the submission of a grant application to the NEA Big Read grant program in the amount of \$15,000

Project Funds will be used for artistic fees, book purchases and programming expenses

COMMITTEE OF COUNCIL: W & M DATE: January 24, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div: Account #:

Balance in Account Amount needed for this item

### NEED:

CFO's Signature: 

### FISCAL IMPACT:

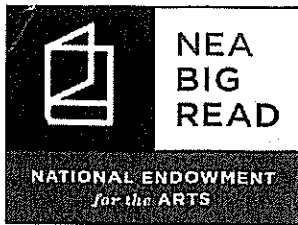
A city match in the amount of \$15,000 will come from the 2017 MOJA Arts Festival pending grant requests and from admissions.

Mayor's Signature:



John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



## NEA Big Read Application Questions

You will **not** be able to save and return to the application form – use this document to prepare your application responses offline before copying and pasting them into the online application form. **Please note: only applications submitted online at <http://bit.ly/NEABRapp1718> will be accepted. This form is only for your preparation and will not be accepted as an application.**

The online application form does not accept italics, underline, bold, bullets or other formatting. The length of each response cannot be more than the indicated character limit (which includes spaces). To save space, limit the number of paragraph breaks in your responses.

### How did you learn about this grant opportunity?

The Office of Cultural Affairs learned about the Big Read grants program through a National Endowment for the Arts newsletter.

### Applicant information

Has your organization received an NEA Big Read grant before? No

Organization name: City of Charleston Office of Cultural Affairs

Which legal entity should receive the grant? This should be the name on your 501(c)(3) letter from the IRS.

Organization telephone: (843) 724-7305

Organization website: [www.MOJAFestival.com](http://www.MOJAFestival.com); [www.CharlestonArts.org](http://www.CharlestonArts.org)

Organization Type: Government - Municipal

My organization is a(n)...Arts Council/Agency

Employer Identification Number (EIN): 57-6000226

DUNS Number: 0779907860000

Is your organization registered with SAM.gov?

☒ I certify that my organization is registered with SAM.gov.



## Contact information

Enter the name and contact information for the staff member(s) who will be responsible for managing the NEA Big Read program at your organization.

The **Programming Contact** is the person who will be responsible for the day-to-day operation of your program and will receive most of the communication from Arts Midwest.

The **Grant Contact** (if different from the Programming Contact) is the person who should receive grant payments, receive a grant agreement, and handle the financial management of the grant.

**Programming Contact's first name:** Gordon

**Programming Contact's last name:** Rooney

**Programming Contact's title:** Development Manager

**Programming Contact's email:** RooneyG@Charleston-sc.gov

**Programming Contact's phone:** (843) 724-7295

**Grant Contact's first name:** Rachel

**Grant Contact's last name:** Workman

**Grant Contact's title:** Finance Manager

**Grant Contact's email:** WorkmanR@Charleston-sc.gov

**Grant Contact's phone:** (843) 724-7307

## Program Information

**Grant request amount:** \$15,000

**Programming start date:** September 18, 2017

Dates must fall between September 1, 2017 and June 30, 2018.

**Programming end date:** October 14, 2017

Dates must fall between September 1, 2017 and June 30, 2018.

**Anticipated total number of participants:** 2,000

Please provide your best estimate of attendees to your proposed programming (e.g. 2500)

**Please describe your community where programming will take place. This context will help establish the setting for your project. This description could include details about your community's demographic, cultural, historical, geographic, political, and economic background, etc. (1,100 character limit narrative):**

Programming for the Big Read will take place in the Charleston, South Carolina area. Through our existing resources and through our partnerships for this grant program, we will expand the reach of the program to areas throughout the Tri-County area. Our current programming plans include various venues in downtown Charleston, James Island, Johns Island, West of the Ashley, Mount Pleasant and North Charleston.

## Selection criteria: Quality of diverse and imaginative programming

*The review panel will review the rationale for choosing the title, programming plans, and proposed number of events to determine the quality of diverse and creative literary programming that: shows a clear connection between the NEA Big Read title and the target audience(s); meets the programming requirements; and engages a wide range of community members with the writing, content, and themes of the selected book.*

### Reading Selection: Citizen: An American Lyric

#### Explain your rationale for choosing this title (1,110 character limit):

Citizen: An American Lyric is an eloquent and topical read and this is an opportunity to bring an outstanding author to the Charleston area to discuss the themes of her book, her motivation for writing, what inspires her as an author and to bring our community together in discussion of important, relevant themes. Claudia Rankine's credentials are unrivaled. Ms. Rankine will be a potent literary figure to visit our community and her book's themes are resident in Charleston and will help mine some difficult and personal points of identity. This book selection lays bare moments of racism that often surface in everyday encounters. It will help create and encourage conversations on race in America and race in the South Carolina Lowcountry. In the late summer of 2015 Gwen Ifill visited Charleston to conduct a one-hour town hall meeting that explored the many issues propelled into the public discourse after a white gunman shot and killed nine African-American parishioners. We need to keep these discussions going. Today Charleston is dealing with issues of racial identity and the legacies of the past have been amplified by two ongoing high-profile trials. While Ms. Rankine's work is familiar to some in our community, this title will afford us the opportunity to share the work in an engaged manner with a broader audience and continue these important discussions.

#### Describe your programming plans in detail

- a. Provide details on the types of activities, target audiences for those activities, locations, and intended dates.
- b. Explain how your activities will engage audiences with your selected book.

You must outline your plans to meet the programming requirements outlined in the guidelines and application instructions including:

1. A kick-off event to launch the program.
2. A minimum of 10 discussions on the selected book or poet.
3. At least one keynote session on the selected book or poet and themes referenced in the text (e.g., author reading or interview, panel discussion, or lecture by a key biographer).
4. A minimum of two special events involving other forms of artistic programming designed to engage participants with the selected book or poet (e.g., art exhibits/contests related to the themes of the book or poet; poetry slams, film series including adaptations of the book, theatrical readings, etc.).

Note: Event types may be combined (e.g., a kick-off event can include a keynote session and a discussion of the book or poet).

#### Detailed programming description (4,000 character limit):

The City of Charleston Office of Cultural Affairs and the Charleston County Public Library, along with other NEA Big Read partners, will plan to launch the NEA Big Read program on September 18, 2017 at the Main Branch of the Charleston County Public Library. We will plan for a media announcement and have an arts component during the kick-off event. To meet our minimum ten discussions on the selected book, Citizen: An American Lyric, the Charleston County Public Library will host at least six book discussions in various CCPL branches throughout the Charleston area (distributed geographically to reach as broad an audience as possible). We will conduct one event with senior citizens at Bishop Gadsden on James Island, at least one presentation for a public high school in Charleston County, one book discussion at the Charleston Library Society and one book discussion with a student group at the College of Charleston. Through an existing partnership with One80 Place

Family Center, a local organization dedicated to ending homelessness, the CCPL will help coordinate at least one book discussion and will distribute books to family residents currently residing at One80 Place.

The keynote session of *Citizen: An American Lyric* will take place at the Sottile Theatre at the College of Charleston, where author Claudia Rankine will discuss her book and her motivations behind writing *Citizen: An American Lyric*. This event will include a question and answer session and will allow for attendees to get to know the author. Ms. Rankine will also serve as our 2017 Literary Corner artist for the 2017 MOJA Arts Festival. We will plan and coordinate this keynote session of our selected reading for our NEA Big Read grant with the team at the Avery Research Center at the College of Charleston.

We will present at least two special events around the theme our selected Big Read title and author. One will be a performative reading element where we ask local poets to present their own work with *Citizen: An American Lyric* as inspiration. The second special event will be a staged adaptation of the book at PURE Theatre in downtown Charleston, SC. This event will be presented by the core ensemble of professional actors at PURE Theatre and will help to promote a new and much needed dialogue on race. This production will be adapted for the stage by Stephen Sachs.

With the planning of the inaugural Charleston Poetry Festival currently underway, we plan to present a few NEA Big Read events to coincide with the Poetry Festival, which will take place October 11-14. The NEA Big Read grant program will allow for a broad community engagement, with the Charleston Poetry Festival included, will truly make for an ideal complement to the MOJA Arts Festival literary programs and other events.

The Office of Cultural Affairs is committed to “bringing the arts to the people” and allowing accessibility to all people in our community. Therefore with our NEA Big Read grant programming, we plan to include an education component to reach students and educators in our community. We will target the Charleston County School of the Arts and Burke High School to coordinate a month-long after-school poetry component during the grant period, intended to help students write their own poems using *Citizen: An American Lyric* as the central text. Local poets will mentor the students and the students will be completely immersed in the art of poetry reading and writing.

**Proposed total number of events: 4**

**Proposed total number of book discussions: 10**

## Selection criteria: Relevance and depth of involvement with community partner organizations

*The review panel will review the partnerships description, letters of support, and proposed number of partner organizations to determine the relevance and depth of involvement with community partner organizations that will broaden community participation beyond the applicant's primary constituent base and enrich programming.*

1. Describe your partnerships with libraries (as applicable) and community organizations.
2. Explain the role each partner will play in your program, the activities each partner will undertake with your organization, and whether these partnerships are confirmed or pending.
3. Explain how your partnerships will allow you to reach your intended audience(s) and strengthen or build new communities around the NEA Big Read activities.

Note: Applicant organizations that are not a library must partner with a library.

### **Partnerships description (4,000 character limit narrative including spaces; use paragraph breaks sparingly):**

The City of Charleston Office of Cultural Affairs will partner with the Charleston County Public Library, the Avery Research Center at the College of Charleston and the all-volunteer MOJA Arts Festival Planning Committee. The Office of Cultural Affairs will take the lead on the NEA Big Read grant in partnership with the other organizations. The Office of Cultural Affairs will manage the day-to-day promotion of the NEA Big Read, the management of grant funds and the coordination of various events and activities related to the discussion and promotion of *Citizen: An American Lyric* and Claudia Rankine. The Charleston County Public Library will promote the Big Read through their newsletters, help distribute the book selection through the library circulation and will lead at least six book discussions at various library branches throughout the Charleston area. The College of Charleston's Avery Research Center will host at least one event during the NEA Big Read grant period. This event will be our main event with the author, Claudia Rankine, discussing her book, *Citizen: An American Lyric*, and her motivations behind her work, along with a question and answer period with those in attendance. The MOJA Planning Committee (made up of civic leaders, educators, volunteers and artists) will help plan the coordination of NEA Big Read events throughout the MOJA Arts Festival (when many of the Big Read grant activities will take place). Any events during the MOJA Arts Festival that coincide with one or more of our NEA Big Read events will clearly be branded as being an NEA Big Read event and we will promote these events as NEA Big Read events through our promotional efforts. All of the above partnerships are confirmed.

Through our official partners for this grant program, mentioned above, we will be able to reach a broad and diverse audience and bring our community together in reading *Citizen: An American Lyric* by Claudia Rankine. Having access to the Charleston County Public Library's many branches throughout the Charleston area will allow us to reach audiences that may or may not typically get involved in our many cultural activities and events. Conducting the NEA Big Read in conjunction with the MOJA Arts Festival will clearly allow us to reach thousands of festivalgoers and invite them to participate in the discussion, reading and appreciation of our reading selection. Partnering with the College of Charleston Avery Research Center will allow us to reach an audience that is regularly involved with cultural and educational activities the College of Charleston promotes. With these strong partnerships, along with our nonprofit outreach partners and media partners, we will reach a large audience for this community read. Additionally, we are optimistic that this NEA Big Read grant will allow us to build new audiences for our cultural programs while bringing a number of people together, in a meaningful way, to discuss and read a relevant and interesting reading selection for our community.

### Letters of support

Upload two, one-page letters of support. Each letter should address the roles and responsibilities of the partner organization in relation to the project. Letters must be on organization letterhead and submitted in PDF format. Please use 11 point type, single-spacing, 1 inch margins on the left and right hand sides.

Library applicants: One letter must be from a key partner.

All other applicants: One letter must be from your library partner.

**Proposed total number of partner organizations: 3**

Total number of all libraries, museums, schools, and businesses pending and confirmed. Please enter a whole number.

## Selection criteria: Comprehensive promotion of the NEA Big Read

*The review panel will review the promotional description to determine the applicant's comprehensive promotion of the NEA Big Read through digital and print channels as well as other public relations/marketing efforts; distribution of digital guides and promotional materials; and publicity through partnerships with local radio, print, TV, and media outlets as applicable.*

1. Describe how you will promote your programming. Discuss any proposed or existing partnerships with specific media outlets.
2. Explain how your program will utilize the digital guides found on [neabigread.org](http://neabigread.org) and copies of your reading selection.

### **Promotional description (4,000 character limit narrative including spaces; use paragraph breaks sparingly):**

Every year the Office of Cultural Affairs and the MOJA Planning Committee actively promotes the MOJA Arts Festival through a number of media partners, festival coordinators and other festival partners. If awarded a Big Read Grant, we will coordinate much of our NEA Big Read programming in conjunction with the MOJA Arts Festival. We will do this through both out-of-market and local media outlets. More specifically, our out-of-market media partners currently include the Atlanta Journal-Constitution, the Charlotte Observer and the Greensboro News & Record for digital advertising; The State Newspaper (Columbia, SC) for print; and Cumulus (107.3 and Z93 Jamz) and the Big DM (Columbia, SC) for radio; and WACH FOX 57 (Columbia, SC) for TV. Our in market promotion plan includes The Post & Courier and The Chronicle for print; WCSC Live 5, WCBD Live 2 and WCIV Live 4 for TV (all of which reach out-of-market audiences as well). We will continue to refine our media plan if we find that it will help promote the NEA Big Read.

Our office has successfully promoted our major events to attract tourists to come to Charleston and enjoy festival programs and cultural happenings. Reinforcing our advertising schedules, our programs have been featured in national publications such as Travel + Leisure Magazine, Conde Nast Traveler Magazine, The New York Times, The Los Angeles Times, USA Today, US Airways Magazine and more. Running our Big Read program in conjunction with the MOJA Arts Festival will no doubt help promote this wonderful grant program and the excellent author and title we choose to promote.

While many of our NEA Big Read participants will reside in the Charleston area, our media plan, as mentioned above, is intended to reach other populations that could potentially make a trip to Charleston a one or two day affair. Additionally, our email marketing has a national reach of 35,000+ subscribers for the MOJA Arts Festival, where we will also promote the NEA Big Read.

Our final promotion tool is to make sure that all citizens in the Charleston area have the opportunity to experience the NEA Big Read. This means relying on our existing nonprofit partners to reach low-income senior citizens, students, educators, families, folks with disabilities and veterans. These outreach partners will help promote the NEA Big Read through their existing promotion strategies, such as email newsletters to their constituents.

Our office, along with the MOJA Planning Committee, the Charleston County Public Library and the Avery Research Center at the College of Charleston, will utilize the digital guides and copies of *Citizen: An American Lyric* during our book discussions, special events and book kick-off event. The digital guides will prove useful to help our book discussions run more smoothly and help readers understand the reading selection better. Many of the books will be purchased and then put into circulation at the CCPL, so the library can track the books and so that everyone has a chance to borrow a copy.

## Selection criteria: Capacity to manage and implement the proposed NEA Big Read programming

*The review panel will review the following components to determine the applicant's capacity to manage and implement the proposed NEA Big Read programming including organization capacity, the provision of appropriate personnel, reasonable budget plan, and evidence of the required 1 to 1 match.*

### Organization Description

#### **Describe your organization's history, programming, and achievements. (2,000 character limit):**

The Office of Cultural Affairs was founded in 1977 with a mission to make the arts more accessible to all people in our community, regardless of social or physical limitations. Our office has successfully produced and presented cultural events large and small for decades. Some of these events include the Piccolo Spoleto Festival, the MOJA Arts Festival, the Charleston Farmers Market, Holiday Magic in Historic Charleston, Holiday Parade of Boats, at least six exhibitions a year from local and regional artists at the City Gallery and our Lowcountry Quarterly Arts Grants Program (where we help promote and support local artists and arts organizations through small grants).

#### **Describe your organization's experience with presenting community-wide programming that demonstrates an ability to conduct a successful NEA Big Read. (2,000 character limit):**

The City of Charleston Office of Cultural Affairs' experience with presenting community-wide programming goes back to the late 1970s. The many programs and cultural events that we produce and present (mentioned above) is evidence of our experience and capability of conducting a successful NEA Big Read. The MOJA Arts Festival, which will run in conjunction with our NEA Big Read, was founded in 1979 and remains a vital community event with a regional and national profile celebrating the Lowcountry's African-American & Caribbean arts, culture and history. This 11-day annual festival brings together 60,000 people with a comprehensive program of events and presentations featuring visual arts, classical music, theatre, poetry, storytelling, dance, jazz, gospel, R&B, children's activities, and traditional crafts. MOJA has been repeatedly selected as one of the Southeast Tourism Society's Top 20 events and is an annual highlight of the autumn cultural calendar drawing patrons from around the country.

### Organizer Biographies

#### **Outline the key staff and/or volunteers who will plan and implement the programming, including their titles, roles and responsibilities, and experience or capacity for managing an NEA Big Read. Include partner organizations' staff as applicable. (4,000 character limit):**

The Office of Cultural Affairs, the Charleston County Public Library (CCPL) and the Avery Research Center at the College of Charleston will partner to manage a successful NEA Big Read program in our community. Here are the biographies of key staff that will help manage this grant program: Cynthia Bledsoe is the Deputy Director of the CCPL. Ms. Bledsoe graduated from Tennessee State University and received her Masters of Science in Information Science from the University of Tennessee. She previously served as the Main Library Manager for CCPL Public Service Librarian, Interim Director of the Dorchester County Library (SC), and served as Children's Librarian for Nashville Public Library (TN). Ms. Bledsoe also serves as Director of the Charleston Tells Storytelling Festival and was principal project director on the successful CCPL 2007 NEA Big Read.

Kimberly Bowlin is Manager of Special Events at CCPL. Ms. Bowlin graduated from Gettysburg College and received her Masters of Arts in Education Leadership and Policy Studies from California State University, Northridge. Her responsibilities and duties include: plans, coordinates, and manages all special projects throughout the CCPL system, such as One Book, Charleston Tells Storytelling Festival, and partnership with the College of Charleston's Race and Social Justice Initiative. She also helps secure funding through grant support, and serves as the project manager of funded projects, as well as the system-wide grants coordinator for staff providing support and direction as needed.



Dr. Patricia Williams Lessane is a cultural anthropologist whose focus areas include Pan African religious identity, Black feminist theory, and representations of Black life in popular culture. She earned a BA in English from Fisk University, a MALS from Dartmouth College, and a PhD in Anthropology from the University of Illinois at Chicago. Before joining the College of Charleston, she was a faculty member at Roosevelt University, and a consultant for The Museum of Science and Industry in Chicago. She currently serves as Executive Director of the Avery Research Center at the College of Charleston.

Scott Watson is Director of the City of Charleston Office of Cultural Affairs. Mr. Watson manages and directs all activities of the Office of Cultural Affairs, which produces, directs, and administers City-sponsored festivals, events and arts programs. Mr. Watson assists the Mayor with developing and defining City arts policy and strategic planning. He also acts as a liaison to Charleston's arts and cultural groups, develops strategies for arts education programs in partnership with Charleston County Schools and other partners. His past employment includes experience at national and international cultural institutions and independent consulting groups on behalf of arts centers and companies throughout the country.

## Organization annual expenses

### **Previous fiscal year organization expenses: 1844314**

Please enter whole numbers. Do not include commas, dollar signs, or decimals.

### **Current budgeted fiscal year organization expenses: 1844314**

Please enter whole numbers. Do not include commas, dollar signs, or decimals.

## Budget

### **Required template: Budget Form (Microsoft Excel)**

Include all anticipated expenses and revenue necessary to fully implement the program plans proposed, including planning, programming, and reporting. Be sure to represent your 1 to 1 cost share/match for the program in both the revenues and expenses sections. Compare your budget against the details provided in the narrative responses to ensure there are no inconsistencies. Use the [proposal budget instructions](#) to complete the budget form.

Note: Your budget must be completed and submitted using the provided form. Other formats will NOT be accepted.

Upload: Completed budget form in required template (.xls or .xlsx format)

### **Projected program budget revenues: 30000**

Please enter whole numbers. Do not include commas, dollar signs, or decimals.

### **Projected program budget expenses: 30000**

Please enter whole numbers. Do not include commas, dollar signs, or decimals.

# COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor



FROM: Steve Ruemelin DEPT. Police Department

SUBJECT: MUTUAL AID AGREEMENT WITH THE COLLEGE OF CHARLESTON DEPARTMENT OF PUBLIC SAFETY.

REQUEST: Approve attached agreement. The mutual aid agreement statute was amended in June, 2016.  
New agreements have been drafted to ensure compliance with the amended statute.  
The new agreements are replacing the old agreements.

COMMITTEE OF COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

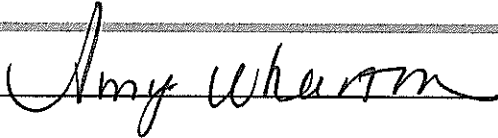
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Director of Procurement	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☒

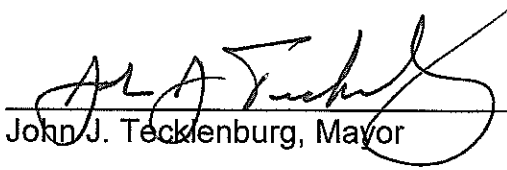
If yes, provide the following: Dept./Div: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature:   
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

## **LAW ENFORCEMENT MUTUAL AID AGREEMENT**

This agreement is made effective and entered into this \_\_\_\_ day of December, 2016 by and between the **College of Charleston**, through the **College of Charleston Department of Public Safety** ("College of Charleston") and the **City of Charleston**, through the **Charleston Police Department** ("City of Charleston") provides as follows:

**WHEREAS**, the Law Enforcement Assistance and Support Act, S.C. Code Ann. §23-20-10, et seq., provides for agreements to be entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement; and

**WHEREAS**, a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing body of each concerned county, incorporated municipality, or other political subdivision of this State, except that an elected official whose office was created by the Constitution and general law of this State, is not required to seek approval from the elected official's governing body in order to participate in said mutual aid agreements; and

**WHEREAS**, the **College of Charleston** and the **City of Charleston** desire to enter into such an agreement for all proper purposes provided for in the Law Enforcement Assistance and Support Act; and

**WHEREAS**, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

**WHEREAS**, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorder, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter typically handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of replying agency's officers in the requesting agency's jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. **VESTING OF AUTHORITY AND JURISDICTION.** To the fullest extent permitted by the S.C. Constitution and the statutory and common law of this State, officers acting pursuant to this agreement shall be vested with authority, jurisdiction, rights, immunities,

and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other law enforcement activity for which the agreement is drawn. This agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. However, local ordinances adopted by a participating party shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. **PRIMARY RESPONSIBILITY.** It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.
3. **PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE.** A request for assistance may be made by any agency head or on-duty supervisor as deemed prudent and necessary. Replying officers shall acknowledge their response to render aid as requested, and exert their best efforts to cooperate with and aid the requesting officer or agency. Replying officers shall report to the officer in charge of the requesting agency and shall be subject to the lawful orders and commands of that officer. Requests for aid and assistance pursuant to this agreement may be made by radio, telephone, fax, email, or in a written memorandum. Radio communications shall be on a mutually agreed channel, as may vary upon the specific operation or incident, and in accordance with established dispatch protocols.
4. **PERSONNEL, COSTS AND RECORDS.** Except as otherwise agreed between the parties in writing, each party shall maintain control over its personnel. Except as otherwise agreed between the parties in writing, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.
5. **COMPENSATION.** This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding or assisting officer. These officers' compensation and benefits shall continue to be paid by the agency where they are permanently employed.
6. **INSURANCE.** Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.
7. **EMPLOYMENT STATUS.** Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

8. **MODIFICATION OR AMENDMENT.** This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.
9. **FREEDOM OF INFORMATION ACT.** Each party is responsible for compliance with the South Carolina Freedom of Information Act as may pertain to requests for records and materials in the respective law enforcement agency's control.
10. **SEVERABILITY.** Should any provision of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.
11. **AMENDMENTS AND BINDING SUCCESSORS IN OFFICE.** This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.
12. **NO INDEMNIFICATION OR THIRD PARTY RIGHTS.** The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.
13. **TERMINATION.** This agreement may be terminated at any time upon thirty (30) days written notice to the other party to this agreement.
14. **TERM AND RENEWAL.** This agreement shall automatically renew year to year, for a term no longer than five (5) years, unless a party exercises its right to terminate as provided herein.
15. **SUPPLY AND PROVISION OF EQUIPMENT AND FACILITIES.** Each party shall be responsible for the maintenance of its own equipment and shall supply the equipment for its law enforcement officers. The host agency will procure and provide facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed upon by the parties.
16. **DAMAGE TO EQUIPMENT.** Each party shall bear the risk of its damage or loss to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss.

**IN WITNESS WHEREOF**, these parties represent and sign below, acknowledging that they have the authority to bind the same.

**College of Charleston**  
**Department of Public Safety**

**City of Charleston**

\_\_\_\_\_  
Robert S. Reese, Chief of Police - Date

  
\_\_\_\_\_  
Gregory Mullen, Chief of Police- Date

\_\_\_\_\_  
Stephen Osborne,  
EVP for Business Affairs - Date

\_\_\_\_\_  
Mayor John J. Tecklenburg- Date



# COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor  
FROM: Steve Ruemelin DEPT. Police Department  
SUBJECT: MUTUAL AID AGREEMENT WITH THE CHARLESTON COUNTY AVIATION AUTHORITY.  
REQUEST: Approve attached agreement. The mutual aid agreement statute was amended in June, 2016.  
New agreements have been drafted to ensure compliance with the amended statute.  
The new agreements are replacing the old agreements.

COMMITTEE OF COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

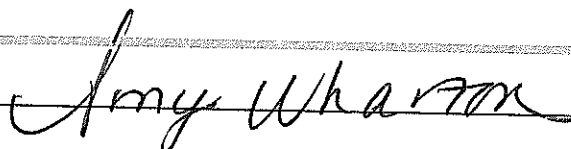
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Director of Procurement	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

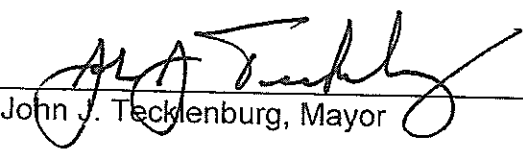
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☒

If yes, provide the following: Dept./Div: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

NEED: Identify any critical time constraint(s).

CFO's Signature:   
FISCAL IMPACT: \_\_\_\_\_

Mayor's Signature:   
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA     )  
   )  
   )     LAW ENFORCEMENT  
COUNTY OF CHARLESTON     )     ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF CHARLESTON POLICE DEPARTMENT** and the **CHARLESTON COUNTY AVIATION AUTHORITY**.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides that counties, incorporated municipalities, or other political subdivisions of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, patrol services, crowd control, traffic control and safety and other emergency service situations; and

WHEREAS, the parties desire to enter into such an agreement for the purpose of assisting one another in the proper provision and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law, and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Statement of Specific Services and Procedures for Requesting Assistance

A. Assistance: The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

1) Public Safety Functions include, but are not limited to:

- a) multi-jurisdictional task forces;
- b) criminal investigations (including, but not limited to, investigations relating to illegal narcotics and narcotics related activities);
- c) patrol services;
- d) crowd control;
- e) traffic control;



f) other emergency service situations.

2) Other Emergency Service Situations include, but are not limited to:

- a) riot or disorder;
- b) natural disasters;
- c) mass processing of arrests;
- d) transporting prisoners;
- e) operating temporary detention facilities; and
- f) vehicular pursuits.

B. Procedure for Requesting Assistance

1) Request. A request for assistance shall only be made by the head of the law enforcement agency or his or her designee. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

2) Reply. A reply to any request for assistance shall only be made by the head of the assisting law enforcement agency or his or her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Procedures When Assisting

1) Officer in Charge. The personnel transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the lawful orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

2) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the Charleston Consolidated Dispatch system or State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

3) Release. The assisting law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested services prior to being released.

D. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, for purposes of investigation, arrest or any

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other activity related to the purpose for which they were requested, assisting officers assigned under this agreement shall be vested with the same jurisdiction, authority, powers, privileges, immunities, rights and duties to enforce laws of the State of South Carolina and/or the laws of the requesting agency's jurisdiction, as officers of the requesting agency.

## II. Financial Issues.

### A. Compensation and Reimbursement.

1. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

2. The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of crime in their respective jurisdictions.

3. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

B. Costs and Expenses. Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

C. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

## III. Arrangements for use of Equipment and Facilities.

A. Supply and Provision of Equipment and Facilities. Each party shall be responsible for the maintenance of its own equipment and shall supply the equipment for its law enforcement officers. The host agency will procure and provide the facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed upon by the parties.

B. Damage to Equipment. Each party shall bear the risk of its damage or loss to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss.

## IV. Records and the Processing of Requests Pursuant to the Freedom of Information Act.

A. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain its own personnel and other usually kept records as to its assigned officers. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without costs.

B. Processing Freedom of Information Act Requests. Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

V. Legal Contingencies.

A. Lawsuits and Payment of Damages Arising from Provided Services. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

B. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

VI. Stipulation Regarding Control Over Assisting Agency's Personnel.

A. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

B. Control. Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

C. Employment Status. Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this agreement shall be the employees of the law enforcement agency requesting such assistance.

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VII. Term, Duration, Modification and Termination.

A. Term and Duration. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

B. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

C. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

VIII. General Provisions.

A. Responsibility to Respective Governing Bodies Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

B. Severability. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall still remain in full force and effect.

C. Binding Successors in Office. All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

City of Charleston:

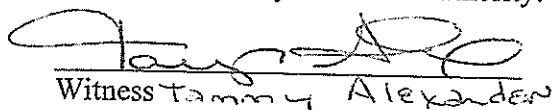
  
Witness

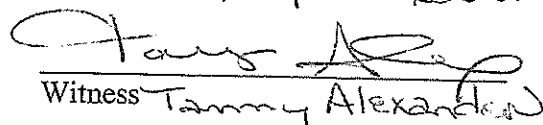
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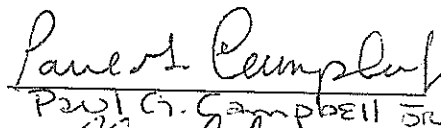
  
Chief Gregory Mullen

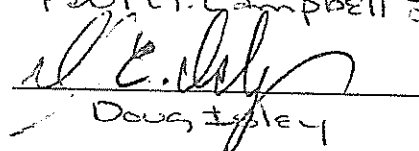
Mayor John Tecklenburg

Charleston County Aviation Authority:

  
Witness Tanny Alexander

  
Witness Tanny Alexander

  
Paul G. Campbell Jr.

  
Doug Taylor

# CPR COMMITTEE and/or COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most / Sarah Myers

DEPT. Parks - Capital Projects

SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM COST CONSULTING CONTRACT

REQUEST: Approval of a Cost Consulting Services Contract with Brownstone / McKissack & McKissack in the amount of \$190,845.00 to provide Cost Consulting Services during the Construction Documents phase.

Committee of Council: Ways & Means

DATE: January 24, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Dan Braden, Jr.</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>Edmund Most</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div: Parks-Capital Projects Acct # 051405-58206

Balance in Account \$190,845.00 Amount needed for this item \$190,845.00

Project Number CP1425

**NEED:** Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

**FISCAL IMPACT:** The Professional Services Contract will have an impact of \$190,845.00 on the \$12,364,590.00 design and engineering budget for the project. The funding source for this project is the City Council's previously approved borrowing of a \$12.5 million accommodations tax bond and tourism funds.

Mayor's Signature:

John J. Tecklenburg  
John J. Tecklenburg, Mayor

City of Charleston Contract for  
Cost Consulting Services

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_, \_\_\_\_ by and between

The Owner: City of Charleston and the CC: Brownstone / McKissack & McKissack  
Department of Parks 4000 Faber Place  
823 Meeting Street Suite 326  
Charleston, SC 29403 Charleston, SC 29405

WHEREAS, the Owner requires the delivery of professional consulting services, including, but not limited to the preparation of plans, specifications, estimates, studies and reports, hereinafter referred to as the "Services", for the following Project: CP 1425 International African American Museum  
(Project Number) (Project Name)

WHEREAS, the Cost Consultant (CC), is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and CC agree to all of the following:

THE SERVICES required are set forth in the attached CC's IAAM Pre-Construction & Cost Estimating Services Fee Proposal and is hereby incorporated into this Contract, and shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

MILESTONE	PHASE FEE
Construction Documents Cost Estimating	\$135,860.00
Market Study	\$44,537.00
TOTAL	\$180,397.00

The CONTRACT SUM payable to the CC shall be:

- ☒ Lump Sum of ..... \$ 180,397.00  
☐ Actual costs based on attached CC's Hourly Rate & Reimbursable Schedule, Not-to-Exceed ..... \$

REIMBURSABLES:

- ☒ Expenses shall be reimbursed at actual cost, Not-to-Exceed..... \$ 10,448.00  
☐ Expenses included in Lump Sum

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: John J. Tecklenburg  
Mayor

CC: Brownstone / McKissack & McKissack

BY: Dale Collier  
(Signature of CC Representative)  
Dale Collier  
(Print or Type Name of CC Representative)

ITS: President

ATTACHMENTS

1. Brownstone / McKissack & McKissack IAAM Pre-Construction & Cost Estimating Services Fee Proposal

**Terms and Conditions of the City of Charleston  
Project Management Contract**

**ARTICLE 1 - GENERAL**

- A. The CC agrees to provide professional services to the Owner as required by the Services requested by the Owner as set forth in the *CC's IAAM Pre-Construction & Cost Estimating Services Fee Proposal* attached to this Contract and which is a part of this contract the same as if written herein.
- B. The CC accepts the relationship of trust and confidence established between CC and Owner by this Contract. The CC covenants with the Owner to furnish its best skill and judgment and to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

**ARTICLE 2 – CC'S RESPONSIBILITIES**

- A. The CC shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the CC in all matters related to the CC's performances under this Contract. The CC shall not replace a designated representative except for good cause shown.
- B. The CC shall notify the Owner, in writing, of information necessary for the Owner to provide and shall give adequate notice to allow sufficient time to acquire such information.
- C. The CC shall provide all Services using persons, including the staff of CC's Consultants and Additional Consultants, who are well-qualified and experienced in the work required. All Services shall be in accordance with the professional and technical standards of care applicable to professionals practicing in South Carolina.
- D. The CC shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
- E. The CC shall be entitled to rely on the accuracy of information provided by the Owner. Such reliance requires that the CC shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
- F. The CC shall be entitled to additional compensation if required to provide services beyond those services set forth in the attached CC's IAAM Pre-Construction & Cost Estimating Services Fee Proposal. The CC shall be compensated for these Additional Services as agreed by both parties based on projected time and expense for the additional services subject to the attached Schedule of Hourly Rates.

**ARTICLE 3 - OWNER'S RESPONSIBILITIES**

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.
- C. The Owner shall provide the CC with available information about the site and work area that is necessary for the CC to perform the Services. The owner shall cooperate with the CC in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the CC of any errors or deficiencies in the CC's performance under this Contract.

**ARTICLE 4 – ADDITIONAL CONSULTANTS**

- A. It is agreed that the attached *CC's Pre-Construction & Cost Estimating Services Fee Proposal* shall have identified all professional and technical disciplines and their providers required for the performance of the CC's Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
- B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The CC may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

## **ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY**

The CC shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the CC, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.

## **ARTICLE 6 – DOCUMENTS**

- A. All documents prepared or furnished by the CC pursuant to this Contract are instruments of service and the CC shall maintain an ownership and property interest therein.
- B. Documents prepared or furnished by the CC pursuant to this Contract may not be reused by the CC on other projects or for other clients without the prior written permission of the Owner.
- C. The CC hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize CC's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The CC shall incur no liability for the Owner's reproduction or reuse of the CC's documents.
- D. Consultants and Additional Consultants used by the CC for the Services of this Contract shall be bound by the conditions of this Article.

## **ARTICLE 7 – PAYMENTS**

- A. The Owner shall make payments to the CC for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The CC shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. The CC's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved CC's *Hourly Rate and Reimbursables Schedule*, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
- D. Requests for payment for reimbursable expenses shall be in accordance with Chapter 4 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, and shall be documented when submitted to the Owner.
- E. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.

## **ARTICLE 8 - DISPUTE RESOLUTION**

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The CC agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the CC pursuant to the Contract.

## **ARTICLE 9 - SUSPENSION AND TERMINATION**

- A. The Owner may direct the CC to suspend performance under this Contract at any time.
- B. The CC may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the CC as required by the terms of this Contract. Prior to the suspension of performance, the CC shall give written notice to the Owner, and shall allow the Owner no fewer than twenty one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the CC.
- C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the CC, the CC's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the CC, the



CC's compensation shall be equitably adjusted to provide for expenses incurred in resuming the CC's services and the time schedules for the remaining services shall be equitably adjusted.

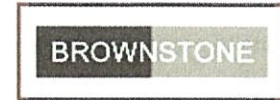
- D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the CC. The CC shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
- E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

#### **ARTICLE 10 – INSURANCE**

- A. The CC shall maintain all forms of insurance required by law in the State of South Carolina. The CC shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). The City of Charleston shall be named as an additional insured on insurance coverage except for workers' compensation. Copies of insurance certificates naming the City as an insured shall be provided to the City upon request. Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.

#### **ARTICLE 11 – MISCELLANEOUS PROVISIONS**

- A. The CC and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and CC. It supercedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship, or benefit to a third party against either the Owner or the CC.
- D. Nothing in this Contract shall prevent the CC from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the CC to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the CC's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.



## **Fee Proposal**

The International African American Museum (IAAM) is described as a one-story building, approximately 50,000 sqft. single story on a 2.2-acre parcel at 300 Concord Street in Charleston, South Carolina to house the new International African American Museum. Preliminary plans indicate an approximate 500-ft by 100-ft structure that extends from Concord Street to the existing wharf along the Charleston Maritime Center. The structure is supported on 3-ft diameter columns with preliminary axial and lateral loads at interior columns with those same loads increasing at end columns. The envelope of the building is clad in imported metric brick, glass shaded by louvered wood panels. The building soffit is white plaster. The space beneath the building is divided into two sections separated by a pair of wood-clad volumes that flank a stair ascending through a sky-lit atrium to the main level of the Museum. The south volume contains passenger and service elevators; the north volume contains mechanical equipment. The curved walls framing a ramp and stair leading to the edge of the Gadsden's Wharf are made of black granite.

**Schedule:** The design of the project at 100% Design Development Phase.

**Scope of Work:** Brownstone / McKissack & McKissack will provide pre-construction services associated with the cost estimation of probable construction costs for the International African American Museum (IAAM). These services are expected to include analysis of the small and minority contracting business capacity for the project, area market study/escalation tracker, cost estimating, value engineering, cost-benefit analyses, cash flow projections and bid evaluations.

**Design Development Phase - 100% Design Development –** Brownstone / McKissack & McKissack will perform an evaluation of the existing 100% Design Development Estimate dated October 3, 2016 performed by Venue. Brownstone / McKissack & McKissack has been informed that this estimate is based upon the 100% DD Pricing Package dated August 31, 2016, as well as subsequent correspondence. Brownstone / McKissack & McKissack's analysis will be developed using a level 3 CSI detail or building components/systems as the analyzing criteria. As of the date of this scope development Brownstone / McKissack & McKissack did not receive the subsequent correspondence noted in the Oct 3, 2016 Venue. The estimate will be developed in the following modules:

- Basis of Estimate
- Estimate Summary
- Estimate Detail
- Estimate Variance Analysis
- Project Cost Estimate Tracking
- Market Study – MWBE/SBE/DBE

Brownstone / McKissack & McKissack will perform the DD evaluation and cost estimate in a format consistent with Venue's 100% DD Cost Estimate format as indicated on page 7 of their 100% DD Cost Estimate dated October 3, 2016.

## **Market Study - Research/Analysis/Histogram – for MWBE/SBE/DBE Certification & Work Force Availability**

**Research -** Brownstone / McKissack & McKissack will gather readily available information concerning local firms that are certified MBEs that provide relevant labor services. The MBE determination will be based upon current South Carolina Governor's Office of Small & Minority Businesses, the Charleston Minority Business Enterprises (MWBE), Certified Disadvantage Business – South Carolina Department of Transportation (SCDOT), Carolinas Virginia Minority Suppliers Development Council. We will identify additional firms that are certified by other agencies other than the agencies listed above.

**Analysis -** Brownstone / McKissack & McKissack will develop a draft list of labor tasks to be included in developing the histogram. Our research will include one-on-one discussions with the firms that perform work within the divisions required on the project, as well as size and availability of work force. The data will be reviewed and discussed with IAAM prior to developing the histogram. During this meeting, the Team will reach agreement on the format for the histogram, and the labor tasks to be included.

## **Histogram Development**

Brownstone / McKissack & McKissack will work with the team to develop a histogram. The histogram will provide insight into the trades with the most available resources for MBE/WBE/SBE/DBE firms.

**Value Management / Life Cycle Analysis –** Brownstone / McKissack & McKissack shall perform a review of the projects value engineering efforts to date. Design elements previously eliminated will be priced and a life cycle analysis shall be performed. Coordination with the design team will be completed ensuring any design cost impacts are included in the life cycle analysis. (List of design elements to be provided by the architect of record or the IAAM)





### Design Development Deliverables

- a. Design Development Estimate evaluation of the existing 100% - Variances and comments on these variances will be notated and a summary write-up will be included describing Brownstone / McKissack & McKissack's findings. Areas of concern or where further information is needed to provide a more definitive analysis will also be included
- b. A Brownstone / McKissack & McKissack detailed estimate of probable construction costs for the IAAM
- c. A Market study – histogram for diversity and workforce participation
- d. Analysis of the current value engineering elements of the project

### DD Client Meetings

Estimate Review & Reconciliation/Client meetings (2 days)

### Schedule of Design Development Deliverables

Deliverables noted above shall be submitted on December 15, 2016.

**Construction Documents Phase - 80% Construction Development** – Brownstone / McKissack & McKissack will perform a cost of probable construction costs on the 80% construction documents and specifications. The purpose of this level estimate is to develop probable costs in the preparation and submittal of bids for contract. This estimate will be used to evaluate sub-contractor bids. The estimate submission will include our assumptions, allowances, documents used for the estimate, and contingency amounts included. The basis to be used for unit pricing the estimate represent costs to both the general contractor as in the case of general requirements and general conditions as well as costs to the installing contractor. Brownstone / McKissack & McKissack will perform the 80% CD Cost Estimate and provide it in a format consistent with Venue's 100% DD Cost Estimate format as indicated on page 7 of their 100% DD Cost Estimate dated October 3, 2016.

Items to be excluded from the estimate, unless specifically required and requested by the client are as follows:

- Owner Furnished Items
- Hazardous waste removal and/or disposal
- Unforeseen sub-surface or existing conditions
- State/Local licensing/permitting/fees
- Temporary utility consumption charges (gas, power, water, and sewer)
- Permanent utility consumption charges (gas, power, water, and sewer)
- Temporary and/or permanent phone service costs
- Furniture, fixtures and Equipment (FF&E)

**Local Construction Cost Indexing / Building Component Trends** -Brownstone / McKissack & McKissack shall perform cost indexing research that includes potential impact of both construction cost indexing and building component trends.

### 80% Construction Document Deliverables

- a. Brownstone / McKissack & McKissack detailed estimate of probable construction costs
- b. Local Construction Cost Indexing / Building Component Trends report
- c. Analysis of any value engineering elements of the project

### Schedule of Deliverables

Deliverables noted above shall be submitted 20 days from receipt of design documents and specifications from design team.

### CD Client Meetings

100% Cost Estimate Review & Reconciliation / Client meetings (6 days)

### Procurement Phase

Brownstone / McKissack & McKissack will work with the City to develop a project specific bid form for bid analysis. Bid form development (to be included in bid documents)

Scope review and bid leveling - Brownstone / McKissack & McKissack estimators will review all bids received for completeness and qualifications



**Procurement Deliverables**

- a. A detailed report of findings resulting from scope review and bid leveling

**Schedule of Deliverables**

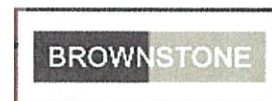
Deliverables noted above shall be submitted 5 days from receipt of bids

**Procurement Client Meetings**

Scope review and bid leveling / Client meetings (2 days)

**Brownstone / McKissack & McKissack Cost Proposal:**

Cost Estimating Services as per the scope listed above	\$ 135,860.00
Market Study - Research/Analysis/Histogram Pricing (Per Appendix A)	\$ 44,537.00
Travel Reimbursables (Per Appendix B)	<u>\$ 10,448.00</u>
<b>TOTAL:</b>	<b>\$ 190,845.00</b>



**Appendix A: Market Study - Research/Analysis/Histogram**

**Research** - Brownstone / McKissack & McKissack will gather readily available information concerning local firms that are certified MBEs that provide relevant labor services. The MBE determination will be based upon current South Carolina Governor's Office of Small & Minority Businesses, the Charleston Minority Business Enterprises (MWBE), Certified Disadvantage Business – South Carolina Department of Transportation (SCDOT), Carolinas Virginia Minority Suppliers Development Council. We will identify additional firms that are certified by other agencies other than the agencies listed above.

Total \$16,146

**Analysis** - Brownstone / McKissack & McKissack will develop a draft list of labor tasks to be included in developing the histogram. Our research will include one-on-one discussions with the firms that perform work within the divisions required on the project, as well as size and availability of work force. The data will be reviewed and discussed with IAAM prior to developing the histogram. During this meeting, the Team will reach agreement on the format for the histogram, and the labor tasks to be included. Brownstone / McKissack & McKissack will work with the team to develop a histogram. The histogram will provide insight into the trades with the most available resources for MBE/WBE/SBE/DBE firms.

Total \$4,705

**Value Management / Life Cycle Analysis** – Brownstone / McKissack & McKissack shall perform a review of the projects value engineering efforts to date. Design elements previously eliminated will be priced and a life cycle analysis shall be performed. Coordination with the design team will be completed ensuring any design cost impacts are included in the life cycle analysis.

Total \$10,908

**Local Construction Cost Indexing / Building Component Trends** - Brownstone / McKissack & McKissack shall perform cost indexing research that includes potential impact of both construction cost indexing and building component trends.

Total \$12,778





## Appendix B: Travel Reimbursables

**Travel Reimbursables** - Brownstone / McKissack & McKissack will meet regularly with the design team and Owner to gain clear understanding of the project will all involved firms. This will require the attendance of our Washington, DC based team members of McKissack & McKissack. Based on prior discussions, we have estimated the following costs in our proposal to facilitate several anticipated meetings of the team.

Travel Reimbursables							
Name	Trips	Total Days	Airfare \$600 / Trip	Hotel \$308 / Day	Transportation \$60 / Day	Food \$60 / Day	Total
Bryan Piper	4	12	\$ 2,400.00	\$ 3,696.00	\$ 720.00	\$ 720.00	\$ 7,536.00
Kathleen Langan	2	4	\$ 1,200.00	\$ 1,232.00	\$ 240.00	\$ 240.00	\$ 2,912.00
Total							\$ 10,448.00

### The following guidelines will be utilized when invoicing for Travel Reimbursables:

#### **Airfare Booking**

1. Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs.
  - a. First/Business Class airfare and/or upgrade costs are not allowed unless authorized/approved by City of Charleston in advance.
  - b. If the traveler still chooses to fly First/Business Class, it is the traveler's responsibility to provide documentation (i.e. Travelocity, Expedia) that shows the cost of airfare for the Coach/Economy Class of same flight.
2. It is encourage to book airfare at least 14 days in advance when meetings are set and expected. Consultants will be reimbursed for change fees if the meeting date / place is changed and the consultants had booked airfare based on this policy.
3. For any airfare that requires a change due to unforeseen conditions, it is required to provide explanation on why there was a change fee charged.

**Hotel:** Amounts are to be billed according to GSA per diem allowance and correct tax

**Food:** Amounts are to be billed according to GSA per diem allowance

**Transportation:** Transportation will be a flat reimburse of provided receipts.

# CPR COMMITTEE and/or COUNCIL AGENDA

10.

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most / Sarah Myers

DEPT. Parks - Capital Projects

SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM PROFESSIONAL SERVICES  
CONTRACT FEE AMENDMENT #2

REQUEST: Approval of Fee Amendment #2 to the Professional Services Contract with Moody Nolan, Inc., in the amount of \$263,180. The fee amendment request is for additional work in the design development phase to incorporate a 5,100 SF third floor to house an expanded IAAM office program (\$160,300), FFE Design Services (\$67,500), Retention of Venue Consulting to complete cost estimations through the Construction Document phase (\$68,400) and a credit for LEED Commissioning (-\$33,020). The contract amount will increase by \$263,180. The total project budget remains unchanged. The contract time remains unchanged.

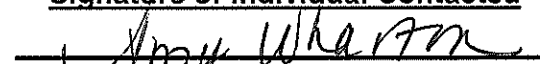
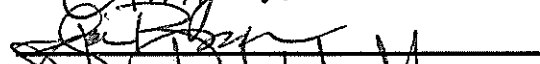

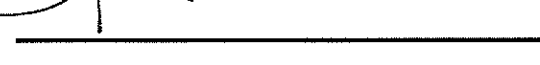
Committee of Council:

Ways & Means

DATE:

January 24, 2017

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept/Div: Parks-Capital Projects Acct # 051405-58238


Balance in Account \$263,180.00 Amount needed for this item \$263,180.00  
Project Number CP1425

**NEED:** Identify any critical time constraint(s).

CFO's Signature: 

**FISCAL IMPACT:** The Fee Amendment will increase the Professional Services Contract with Moody Nolan, Inc. from \$10,268,222 to \$10,531,402. The total project budget remains unchanged. The funding source for this project is the City Council's previously approved borrowing of a \$12.5 million accommodations tax bond and tourism funds.

Mayor's Signature:

  
John J. Tecklenburg, Mayor

**City of Charleston**  
**Contract Amendment for Professional Services #02**

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Project: (IAAM) International African American Museum – CP1425

Owner:	City of Charleston Division of Capital Projects 823 Meeting Street Charleston, SC 29403	A/E:	<u>Moody Nolan, Inc.</u> <u>300 Spruce Street Suite 300</u> <u>Columbus, OH 43215</u>
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Contract Date: September 22, 2015  
Amendment Date: January 24, 2017

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To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

This amendment increases the Additional Services Lump Sum Fee by **\$263,180** as described in Moody Nolan's, *Proposal for A/E Services: Amendment to the IAAM Design Contract dated, November 20, 2016*. This amendment is broken down to the following services:

Architectural and Consultant Fees for 3 <sup>rd</sup> floor addition	\$160,300.
FFE Design	\$67,500.
Architect's Cost Estimator (for CD Phase)	\$68,400.
Credit for removal of LEED review/commissioning	(\$33,020.)

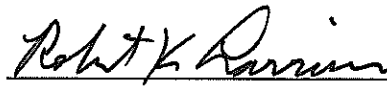
The total increase to the contract with Moody Nolan is **\$263,180.00**.

2. Adjustments to the Contract Sum:

Original Contract Sum authorized by Council for Schematic Design through Construction Admin.	\$ <u>10,185,222.00</u>
Change by Previously Approved Contract Amendments.....	\$ <u>83,000.00</u>
Contract Sum prior to this Contract Amendment.....	\$ <u>10,268,222.00</u>
Amount of this contract Amendment, complete.....	\$ <u>263,180.00</u>
New Contract Sum, including this Contract Amendment .....	\$ <u>10,531,402.00</u>

---

ARCHITECT/ ENGINEER:

  
(A/E's Moody Nolan)

1.5.2017  
(Date)

OWNER:

\_\_\_\_\_  
John Tecklenburg, Mayor

\_\_\_\_\_  
(Date)



November 20, 2016

Mr. Edmund Most  
City of Charleston  
Department of Parks  
Capital Projects Division  
823 Meeting Street  
Charleston, SC 29403

Chicago  
Cleveland  
Covington  
Dallas  
Houston  
Indianapolis  
Nashville  
Washington DC

**RE: Proposal for A/E Services: Amendment to the IAAM Design Contract**

Dear Edmund:

Please accept the following requests for additional services by the IAAM design team:

**Amendment Request Item #1**

The design team has completed, through 100% design development, the incorporation of an approximate 5,100 SF third floor addition to house an expanded IAAM office program. This modification to the design was requested by the IAAM, through the City, in a letter dated May 24, 2016.

In addition to modifying the design, this effort involved value engineering to accommodate the additional space within the original budget. The success of this VE effort was verified by Venue in an estimate prepared from a revised 50% Design Development package.

Addition of this third floor required not only new design, but also rework of completed design. The structural system already designed had to be changed to accommodate floor loads at previous roof areas; the mechanical rooms, also already designed, were relocated causing revision to the equipment as well as changes to the distribution systems. In addition to designing the additional space, architectural changes included necessary revisions to the skylight to accommodate the third floor, mechanical room relocations, modifications to the stairways and inclusion of rooftop walkways and railings necessary for egress. Value engineering included changes to the skylight, façade materials and landscape design. Changes, all told, added one month to the scheduled DD phase.

The design team requests compensation for this added effort at the design development phase only. Our request is as follows:

**Fee for the Third Floor:**

<b>Moody Nolan</b>	<b>\$16,300</b>
<b>Pei Cobb Freed</b>	<b>66,200</b>
<b>Nordenson</b>	<b>26,800</b>
<b>Arup</b>	<b><u>51,000</u></b>
<b>Total Add</b>	<b>\$160,300</b>

## **Amendment Request Item #2**

The budget for FFE is outside of the construction budget and not part of the current A/E design scope. The design team is at a point where we need furniture layouts and rough-in requirements to complete the construction documents for the building.

Moody Nolan has an interiors department that provides FFE design services such as are required. I feel we are well positioned, already involved in the project, to provide these services to the IAAM in an expedient manner. Our project manager will be Eileen Goodman, NCIDQ. Eileen is already working with RAA on the fit out design.

Having reviewed the project needs, I submit this proposal for FFE design through acquisition and installation. We will provide furniture plans and specifications. If the City has any term purchase agreements in place we will endeavor to use those products.

We will work with the City and the IAAM as well as with our fellow design team members Pei Cobb Freed and Ralph Appelbaum Associates to determine furniture needs. Our understanding of the scope of needs, which we have reviewed with RAA, is as follows:

- Individual furnishings for private offices on the third floor – quantity and type to be determined through dialog with the IAAM.
- Systems furnishing for open office spaces within the third floor office suite – quantity and type to be determined through dialog with the IAAM.
- Meeting room and employee break room furnishings and loose large appliances
- Security and copy room furniture, exclusive of security equipment and reproduction equipment
- Desks, tables and chairs within the Family History Center research spaces (coordinated with RAA)
- Chairs only within the Family History Center exhibit areas (coordinated with RAA)
- Studio Time seating only (coordinated with RAA)
- Coat room furnishings and equipment
- Museum Shop – loose display cases, if any
- Coffee shop tables and chairs – food service equipment other than possible refrigeration equipment is excluded

### Your deliverable will include the following items:

- Preliminary Estimate of Probable Cost
- Coded Furniture Plans
- Furniture Specifications assembled into a biddable package. Note that we have assumed that we will be responsible to find three acceptable equal products for each specified item.
- Record drawing of Final Furniture Selections
- We will be available to review bids with the owner if requested

- Installation Coordination. Note that we have assumed that we will be on site two times for the initial installation and the punch list follow up.
- Final Punch List

**Assumptions and Understandings:**

- We have assumed that the documents will be publicly bid or selected using existing term contracts. We will not be responsible for any advertisements related to these bids.
- We have assumed that we will be on site two times for FFE installation oversight. Additional trips will only occur upon owner direction and will be considered a reimbursable expense.
- We are not responsible for any equipment other than large appliances.
- Any special printing or mail/postage delivery charges will be considered a reimbursable expense.
- Travel time for installation oversight has been included in our fee proposal. The travel costs associated with these trips would be considered as a reimbursable expense per City guidelines and is a part of the already established reimbursable allowance.

Our fee for the above services is \$67,500. We are prepared to begin immediately, and assuming timely decisions by the Owner will have the design advanced enough to complete the building contract documents on schedule.

**Fee for FFE Design: \$67,500**

**Amendment Request Item #3**

The City has retained the services of a local firm, Brownstone, to provide a final cost estimate for the IAAM. As the previous estimates have been prepared by Venue, we propose that to maintain some consistency and to provide a second opinion, Moody Nolan should retain Venue to prepare a final CD estimate as well.

Attached to this proposal is a proposal from Venue for these services. The fee they propose is \$68,400. Moody Nolan will pass this along with no mark up. We feel this second estimate will be a benefit to the project. There will be two estimates to compare, including scopes and quantities.

**Fee for Estimate by Venue: \$68,400**

**Amendment Deduct for LEED**

The City has requested that LEED no longer be pursued under this contract, with the unbilled balance of the \$40,000 line item credited back to the City. This is a sum of \$33,020.

**LEED Credit            -\$33,020**

**Fee Summary**

**Added Third Floor    \$160,300**

FFE design	67,500
Final Cost Estimate	68,400
LEED Credit	<u>-33,020</u>
Total Amendment	\$263,180

Please note that the above requests are time critical as we are currently in the Construction Documents phase. The third floor design has been completed now for some time. The FFE design is needed to coordinate FFE with building mechanical and electrical systems.

Please keep me informed of progress on this request. If you wish to discuss please give me a call or e-mail.

Yours Truly,  
**Moody Nolan, Inc.**



Robert K. Larrimer, AIA, LEED AP, Partner

CC: Peter Hedegor, Matthew Snellgrove; Michael Moore

# CPR COMMITTEE and/or COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor  
FROM: Beth Brownlee / Matt Frohlich DEPT. Parks – Capital Projects  
SUBJECT: DANIEL ISLAND SHORELINE RESTORATION CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Triad Engineering & Construction Company in the amount of \$470,400.00 for the stabilization and restoration of the Daniel Island Waterfront Trail. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 24, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	Per staff conversation w/ Frances, Frances and I reviewed my recommendations. Frances was fine with the contract. I told it was okay to sign. <i>[Signature]</i>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051396-58240

Balance in Account \$470,400.00 Amount needed for this item \$470,400.00

Project Number CP1524

NEED: Identify any critical time constraint(s).

CFO's Signature: *[Signature]*

FISCAL IMPACT: Approval of this action will institute a \$555,000.00 project budget, of which the \$470,400.00 Construction Contract will be funded. The funding source for this project is the Daniel Island Admissions Tax Grant (\$555,000.00).

Mayor's Signature: *[Signature]*  
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.



# Document A101™ – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year)

BETWEEN the Owner:  
(Name, legal status, address and other information)

City of Charleston  
Department of Parks  
Capital Projects Division  
823 Meeting Street  
Charleston, SC 29403  
Telephone Number: 843-724-7324  
Fax Number: 843-724-7300

and the Contractor:  
(Name, legal status, address and other information)

Triad Engineering & Contracting Co.  
480 Jessen Lane, Unit H  
Charleston, SC 29492

for the following Project:  
(Name, location and detailed description)

CP1524C1 Daniel Island Shoreline Restoration  
Charleston, SC 29403

The Architect:  
(Name, legal status, address and other information)

Johnson, Mirmiran & Thompson, Inc. (JMT)  
952 Houston Northcutt Blvd, Suite 100  
Mount Pleasant, SC 29464  
Telephone: 843-556-2624

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- |   |   |
|---|---|
| 1 | THE CONTRACT DOCUMENTS                          |
| 2 | THE WORK OF THIS CONTRACT                       |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM                                    |
| 5 | PAYMENTS  |
| 6 | TERMINATION OR SUSPENSION                       |
| 7 | MISCELLANEOUS PROVISIONS                        |
| 8 | ENUMERATION OF CONTRACT DOCUMENTS               |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 8.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

*(Paragraphs deleted)*

The commencement date will be fixed in a Notice to Proceed.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety (90) calendar days from the date of commencement,

*(Paragraphs deleted)*

*(Table deleted)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Failure to achieve Substantial Completion on time shall result in the assessment of liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day.

Init.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four hundred seventy thousand, four hundred dollars (\$ 470,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$ 0.00)
Placement of Satisfactory Soil Material	CY	\$128.00
Placement of Non-Woven Geotextile fabric, Geoweb (or approved equal) and topsoil backfill	SF	\$ 0.25
<i>(Row deleted)</i>		
Placement of Stalite or CU-Structural Soil (or approved equal)	CY	\$180.00
Sanshell in-place	CY	\$ 90.00

§ 4.3.1 Such unit prices are considered complete and include: (i) all materials, equipment, labor, delivery, installation, overhead and profit; and (ii) any other costs or expense in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
------	-------

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. A ten (10%) retainage shall be withheld from all Applications for Payment.

*(Paragraphs deleted)*

§ 5.2.2 Final payment shall be made within 30 days from the date the Architect receives the final undisputed Application for Payment, including all supporting documentation from the Contractor. All conditions stipulated in the General Conditions of the Contract for Construction, as amended, shall be met before final payment is made.

#### ARTICLE 6 TERMINATION OR SUSPENSION

##### § 6.1

*(Paragraphs deleted)*

Init.



The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

**§ 6.2**

*(Paragraphs deleted)*

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 General Conditions of the Contract for Construction, as amended.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**§ 7.3** The Owner's representative:

*(Name, address and other information)*

Elizabeth B. Brownlee, RLA  
Senior Construction Project Manager  
City of Charleston, Department of Parks, Capital Projects Division  
823 Meeting Street, 2<sup>nd</sup> Floor  
Charleston, SC 29403  
Telephone Number: 843-577-2173

**§ 7.4** The Contractor's representative:

*(Name, address and other information)*

Paul Kassouf  
Triad Engineering & Contracting Co.  
480 Jessen Lane, Unit H  
Charleston, SC 29492  
Telephone Number: 843-416-1112

**§ 7.5** Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

**§ 7.6** Other provisions:

**§ 7.6.1** Contractor shall not incur any expense chargeable to the Owner on or about the Work of this Agreement until the Notice to Proceed is issued.

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 8.1** The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

**§ 8.1.1** The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, as amended.

**§ 8.1.2** The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as amended.

Init.

§ 8.1.3 The Supplementary and other Conditions of the Contract:  
Refer to A201-2007.

§ 8.1.4 The Specifications are those contained in the Project Manual dated October 07, 2016 as in Section 8.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Refer to Exhibit – Project Manual Table of Contents, Specifications Group.

§ 8.1.5 The Drawings are as follows, and are dated May 2016 unless a different date is shown below:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Refer to Exhibit – Project Manual Table of Contents, List of Drawings.

§ 8.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 01	November 18, 2016	07
Addendum 02	November 29, 2016	04

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Project Manual and Specifications dated: October 07, 2016.

Bid Construction Documents dated: May 2016.

Bid Form, including MWBE Compliance Provisions and Affidavits, submitted by Paul Kassouf: dated December 6, 2016.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
OWNER (Signature)

John J. Tecklenburg, Mayor  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

Mr. Paul Kassouf, Vice President and Secretary  
(Printed name and title)

Project Name: CP1524C1 Daniel Island Shoreline Restoration

*(Paragraphs deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

Init.

*(Paragraphs deleted)*  
*(Table deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*

Init.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Partners Agency, Inc. 26865 Center Ridge Road  Westlake OH 44145	CONTACT NAME: Linda Krell Ext 113 PHONE (A/C No. Ext): (800) 229-5266 FAX (A/C No.): (440) 835-9614 E-MAIL: lkrell@inspartners.com ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Triad Engineering & Contracting Co. 9715 Clinton Road  Brooklyn OH 44144	NAIC #

COVERAGES CERTIFICATE NUMBER: CL1612718531 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC005872040 SC	2/1/2016	2/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER  Triad Engineering & Contracting Co. 9715 Clinton Road Brooklyn, OH 44144	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  P Knilans/KNILAN <i>Patricia A. Knilans</i>
--	--



# CERTIFICATE OF LIABILITY INSURANCE

TRIAENG-01

PCOWAN

DATE (MM/DD/YYYY)

1/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Fedeli Group 5005 Rockside Road, Fifth Floor Independence, OH 44131	<b>CONTACT NAME:</b> Pat Cowan	
	<b>PHONE (A/C, No, Ext):</b> (216) 328-8080	<b>FAX (A/C, No):</b> (216) 328-8081
	<b>E-MAIL ADDRESS:</b> PCowan@thefedeligroup.com	
<b>INSURED</b>  The Triad Engineering & Contracting Co 9715 Clinton Road Brooklyn, OH 44144	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b> 10677	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ENP 0136834	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ENP 0136834	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	ENP 0136834	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ENP 0136834	05/01/2016	05/01/2017	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		ENP 0136834	05/01/2016	05/01/2017	1,000 deductible 750,000
A	Builders Risk		CAP5248704	02/01/2017	08/01/2017	Special Coverage 470,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Daniels Island Shoreline Restoration Project

City of Charleston is named as an additional insured in regards to general liability on a primary and non-contributory basis as required by written contract. 30 days written notice of cancellation to the Owner (City of Charleston).

**CERTIFICATE HOLDER****CANCELLATION**

City of Charleston  
Department of Parks  
823 Meeting Street  
Charleston, SC 29403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Pat Cowan*

*At the Contractor's option, this form may be substituted with a Performance Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.*

**PERFORMANCE BOND #106629273**

KNOW ALL MEN BY THESE PRESENTS: that The Triad Engineering & Contracting Co.  
(Name of Contractor)  
at 480 Jessen Lane Unit H, Charleston SC 29492  
(Address of Contractor)

a Corporation, hereinafter called "Principal",  
(Corporation, Partnership or Individual)  
and Travelers Casualty and Surety Company of America  
(Name of Surety)

at 6150 Oak Tree Blvd, Independence OH 44131, hereinafter called "Surety", are held  
(Address of Surety)

and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called "Owner", in the penal sum of :

Four Hundred Seventy Thousand Four Hundred and 00/100-- Dollars(\$ 470,400.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

CP1524 Daniel Island Shoreline Restoration  
(Project #) (Project Name)

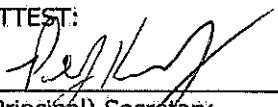
NOW, THEREFORE, is the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.


PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 3rd day of January, 2017 .

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

(SEAL)

  
\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

The Triad Engineering & Contracting Co.

(Principal)

By: 

\_\_\_\_\_  
480 Jessen Lane, Unit H  
Charleston, SC 29492

Travelers Casualty and Surety Company of America  
(Surety)

ATTEST:

  
\_\_\_\_\_  
(Surety) Secretary  
Sharon Brickman, Attorney-In-Fact

(SEAL)

\_\_\_\_\_  
same

\_\_\_\_\_  
(Address)

By: 

\_\_\_\_\_  
(Attorney -in-fact)

\_\_\_\_\_  
same

\_\_\_\_\_  
(Address)

NOTE: Date of bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

**Important:** Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

*At the Contractor's option, this form may be substituted with a Payment Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.*

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that The Triad Engineering & Contracting Co. at 480 Jessen Lane, Unit H, Charleston SC 29492  
(Name of Contractor) (Address of Contractor)

a Corporation, hereinafter called "Principal", and  
(Corporation, Partnership or Individual)

Travelers Casualty and Surety Company of America at 6150 Oak Tree Blvd, Independence OH 44131  
(Name of Surety) (Address of Surety)

hereinafter called "Surety", are held and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called "Owner", in the penal sum of Four Hundred Seventy Thousand Four Hundred and 00/100-- Dollars (\$ 470,400.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

CP1524 Daniel Island Shoreline Restoration  
(Project Name)

NOW, THEREFORE, is the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.


PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.


IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 3rd day of January, 2017




ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary

(SEAL)

  
\_\_\_\_\_  
(Witness as to Principal)

ATTEST:

  
\_\_\_\_\_  
(Surety) Secretary

(SEAL) Sharon Brickman, Attorney-In-Fact

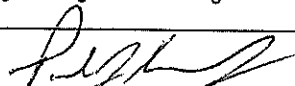
same

\_\_\_\_\_  
(Address)

The Triad Engineering & Contracting Co.

(Principal)

By:

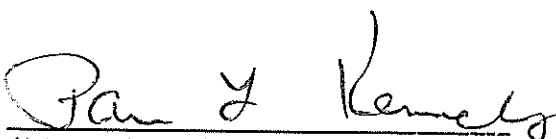
  
480 Jessen Lane, Unit H  
Charleston, SC 29492

\_\_\_\_\_  
(Address)

Travelers Casualty and Surety Company of America

(Surety)

By:

  
\_\_\_\_\_  
(Attorney-in-Fact)

same

\_\_\_\_\_  
(Address)

NOTE: Date of bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

**Important:** Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

231071

Certificate No. 006870617

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Pam L. Kennedy, John Bertin, Laura K. Staten, Kevin S. Keller, Scott Liptak, Sharon Brickman, and Dawn Howard

of the City of Independence, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of July, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 8th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

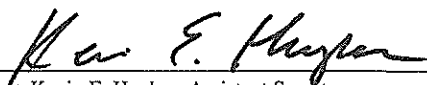
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3RD day of JAN, 20 17

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# Document A201™ – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

CP1524 Daniel Island Shoreline Restoration  
Charleston, SC

### THE OWNER:

*(Name, legal status and address)*

City of Charleston  
Department of Parks  
Capital Projects Division  
823 Meeting Street, 2<sup>nd</sup> Floor  
Charleston, SC 29403

### THE ARCHITECT:

*(Name, legal status and address)*

Johnson, Mirmiran & Thompson, Inc. (JMT)  
952 Houston Northcutt Blvd, Suite 100  
Mount Pleasant, SC 29464  
Telephone: 843-556-2624

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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14      TERMINATION OR SUSPENSION OF THE CONTRACT

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. The Contract Documents also include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid proposal or portions of Addenda relating to bidding requirements (the "Bid Documents"). In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Change Order, and Construction Change Directive, with later date having priority.
Second Priority:	Agreement.
Third Priority:	Addenda with later date having greater priority.
Fourth Priority:	Modifications to General Conditions.
Fifth Priority:	General Conditions.
Sixth Priority:	Drawings and Specifications.
Seventh Priority:	Bid Documents

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, except as set forth in Paragraph 5.4, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.4 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.5 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.6 THE PROJECT MANUAL**

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

#### **§ 1.1.7 OWNER**

For purposes of the Contract, the term Owner shall be the City of Charleston, whether or not the City of Charleston owns the site or the building.

#### **§ 1.1.8 NOTICE TO PROCEED**

A document issued by the Owner to the Contractor (with a copy to Architect) fixing the date on which the contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents.

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## § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall:

1.2.1.1 provide the better quality or greater quantity of Work; or,

1.2.1.2 comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

§ 1.2.5 The Contractor and all subcontractors shall refer to all the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

§ 1.2.6 All indications or notations which apply to one or a number of similar situations, matters or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 Where codes, standards, requirements, and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the project generally.

§ 1.2.9 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions, unless otherwise indicated in the Contract Documents.

§ 1.2.10 Mechanical and Electrical Drawings are diagrammatic only, and are not intended to show the exact physical locations or configurations of Work. Such Work shall be installed to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or Work, unless otherwise specified.

## § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

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#### § 1.4 INTERPRETATION

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

#### § 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Architect will assist the Owner and Contractor with the execution of the Contract. The Architect will identify and assist in the correction of any incomplete, missing or unsigned documents upon request of the Owner.

§ 1.5.2 The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 1.5.3 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

#### § 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated, the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights. The Owner shall retain all common law, statutory and other reserved rights, in addition to the limited use copyright, in accordance with the contract between the Owner and the Architect for this Project.

#### § 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

*(Paragraph deleted)*

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the areas where the Work is to be performed beyond that which is provided in the Contract Documents. The Contractor shall not be entitled to rely on the accuracy of any information or services provided pursuant to this Subparagraph, unless required by the Contract Documents.

§ 2.2.3 The Contractor will be furnished, free of charge, three (3) sets of the Drawings and the Project Manual.

*(Paragraphs deleted)*

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.2 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion as defined in Subparagraph 8.2.5, the Owner may carry out the work after giving the Contractor a single seven-day written notice of the Contractor's default or neglect. In such case, an appropriate Change order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety shall pay the difference to the Owner.

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## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed in the State of South Carolina. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Section 4.3. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely

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responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 The Contractor shall not allow the use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, even if the products are nonfriable and/or contain minimal amounts of asbestos, and even though such products may still be legally installed.

§ 3.4.1.2 The Contractor shall not allow the use of lead materials in public water applications. Lead free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead free solder and flux are defined as containing less than 0.2% lead, while valves, pipes and appurtenances must contain less than 8.0% lead.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of others (excluding Contractor's subcontractors or subsubcontractors, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contract to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

§ 3.5.3 In all cases in which a manufacturer's name, trade name, or its proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor shall furnish the product of the named manufacturer(s) without substitution, unless a written

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request for a substitute has been submitted by the Contractor and approved in writing by the Architect as provided in Subparagraph 3.5.4.

§ 3.5.4 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

§ 3.5.5 In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

§ 3.5.6 The Contract Documents are intended to produce a Project of consistent character and quality of design. All components of the Project including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Project. The Architect will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified, proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

§ 3.5.7 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

§ 3.5.8 The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.9 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

### § 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 The Contractor shall comply with all State and Federal law with respect to withholding taxes for nonresidents, employees, contractors and subcontractors.

### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the business license, building permit, as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes

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that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

*(Paragraph deleted)*

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

This Schedule shall:

3.10.1.1 indicate the dates for the start and completion of the various elements of the Work, and shall be affirmed or revised monthly as required by conditions of the Work and upon execution of a Change Order that affects time.

3.10.1.2 provide a graphic representation of activities and events that will occur during performance of the Work in sufficient detail, and as acceptable to the Owner, to show the sequencing of the various trades for each floor level, wing, or work area;

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3.10.1.3 identify each phase of construction and occupancy; and

3.10.1.4 set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates").

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to and approved by the Owner.

3.10.3.1 If the Contractor submits a schedule or schedule progress report indicating an intention to achieve Substantial or Final Completion of the Work or any portion thereof, prior to any completion date required by the Contract Documents or to the expiration of the Contract Time, no liability to the Owner for any failure of the Contractor to do so complete the Work shall be created or implied. The Contractor shall not be entitled to an adjustment in the Contract Sum or the Contract Time for failure to achieve such early completion dates.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.5.1 Sprinkler shop drawings shall be prepared by a licensed sprinkler Contractor. The sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record before submittal to the City of Charleston Fire Marshal or other authorities having jurisdiction.

3.12.5.2 The Contractor shall submit a copy of the City of Charleston Fire Marshal's approval letter to the Architect.

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 When professional certification of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

### § 3.13 USE OF SITE

The right of possession of the Project site and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine operations at the Project site, including the Contractor's apparatus, the storage of materials, and the operations of the Contractor's workmen to limits indicated by law, ordinances, the Contract Documents, and permits and/or directions of the Architect and shall not unreasonably encumber the Project site with the Contractor's materials. The Owner shall not be liable to the Contractor, the subcontractors, their employees, or anyone else with respect to the conditions of the Project site, except only for a condition caused directly and solely by the negligence of the Owner.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 The Contractor shall indemnify, hold harmless and defend the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, demands, damages, losses and expenses, including reasonable attorney's fees, arising out of the performance of the Work, to include but not be limited to claims for bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The term "Architect," "Architect/Engineer," or "A/E" is the entity named as such in the "Invitation For Construction Bids".

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. Notwithstanding these responsibilities, no act or omission by the Architect shall be considered a waiver of any of the Owner's rights or interests. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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§ 4.2.2 The Architect, as a representative of the Owner, will visit the site as necessary to fulfill its obligations to the Owner for inspection services, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the various components of the Contractor's Work. The Architect will (1) keep the Owner informed about the progress and quality of Work completed, (2) endeavor to guard the Owner against defects and deficiencies in the Work, and (3) determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Work completed and correlated with the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties

and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly notify the non-requesting party in writing of the details of such request. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fourteen (14) days after written request is made for them.

4.2.11.1 Subject to review pursuant to Paragraphs 4.3, 4.4 and 4.5, as appropriate, the Contractor shall proceed diligently with performance of the Contract in accordance with the Architect's written interpretations or decisions and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the design as indicated in and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's interpretations and initial decisions may be, but need not be, accorded any deference in any review conducted under the terms of the Contract or in law. Any such review shall be *de novo*.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 In the Specifications or on the Drawings, where the words "as directed," "as required," "as approved," "as permitted" or words of like effect are used, it is to be understood that direction, requirement, approval or permission of the Architect is intended. Similar words, such as "approved," "acceptable," "satisfactory," or words of like import mean approved by, acceptable to, or satisfactory to the Architect.

### § 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims under this Contract must be submitted in writing to the Architect. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits for Filing Claims. Claims by either party arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, except as stated for adverse weather days in Clause 4.3.7.2. Claims must be initiated by written notice to the Architect. By failing to give written notice of a Claim within the time required by this Subparagraph, a party expressly waives its claim.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which existed at the time of bidding and which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject of further proceedings pursuant to Section 4.3.4.1.

§ 4.3.4.1 Any adjustment, including reasonable overhead and profit, in the Contract Sum, or to the Contract Time made pursuant to this Subparagraph shall be determined in accordance with Paragraphs 7.5 and 4.3.7 of this Contract, respectively.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

§ 4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

§ 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 4.3.7.2.1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.

§ 4.3.7.2.2 For the purpose of this Contract, a total of five (5) calendar days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule. The remedy for this condition is for an extension of time only, not money.

§ 4.3.7.2.3 The Contractor shall submit monthly a claim with its pay application for adverse weather conditions that have occurred during the previous month. The Architect shall review each monthly submittal in accordance with Paragraph 4.4 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be

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waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

**§ 4.3.8 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 4.3.9 Quantity Variations.** If the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen (15) percent above or below the estimated quantity, an adjustment, including overhead and profit, in the Contract Sum shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. Any adjustment in the Contract Sum made pursuant to this Subparagraph shall be determined in accordance with Paragraph 7.5. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, as set forth in Subparagraph 4.3.7. Pursuant to Paragraph 13.13, the Architect shall determine the actual quantities of a unit-priced item used by the Contractor.

**§ 4.3.10 Claims for Listed Damages**

Notwithstanding any other provision of the Contract Documents, including Subparagraph 1.2.1, but subject to a duty of good faith and fair dealing (S.C. Code Ann § 11-35-30), the Contractor and Owner waive Claims against each other for Listed Damages arising out of or relating to this Contract. The Listed Damages are:

**4.3.10.1** Damages incurred by the Owner for rental expenses, for losses of use prior to Final Completion, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and for attorney's fees, insurance and interest (excluding post-judgment).

**4.3.10.2** Damages incurred by the Contractor for principal office expenses and overhead, including, but not limited to, the compensation of personnel stationed there, rent, utilities and office equipment; for losses of financing, business and reputation; for loss of profit except anticipated profit arising directly from the Work; and for attorney's fees, insurance and interest (excluding post-judgment).

**4.3.10.3** This mutual waiver is applicable, without limitation, to all Listed Damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated damages when applicable, in accordance with the requirements of the Contract Documents. This Subparagraph does not apply to Paragraph 3.18.

**4.3.11 Waiver of Claims Against the A/E.** Notwithstanding any other provision of the Contract Documents (including paragraph 1.2.1), but subject to a duty of good faith and fair dealing, the Contractor waives all claims against both the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors/subcontractors to the Architect, for Listed Damages arising out of or relating to this Contract. The Listed Damages are damages incurred by the Contractor for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss or profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

**§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**§ 4.4.1 DECISION OF THE A/E.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to resolution (pursuant to Paragraph 4.5) of all claims between the Contractor and Owner arising prior to the date Final Payment is due, unless thirty (30) days shall have passed after the Claim has been referred to the Architect, with no decision by the Architect. If the Architect's initial decision is not accepted by the parties, the parties shall continue in attempts to arrive at a satisfactory resolution, subject to rights accorded in Sec. 4.5 in the event these efforts fail. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The Architects's initial decision will be delivered to the parties within two weeks of receipt of any response or supporting data requested pursuant to Subparagraph 4.4.4, or within such longer period as may be mutually agreeable to the parties. If the Architect's initial decision is accepted by the parties, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to resolution pursuant to Paragraph 4.5. Any review of the Architect's written decision or determination shall be *de novo*.

§ 4.4.4 If the Architect renders its initial decision after proceedings pursuant to the Paragraph 4.5 have been initiated, such decision may be entered as evidence, but shall not supersede such proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.5 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

#### § 4.5 DISPUTE RESOLUTION

§4.5.1 Without limiting Subparagraph 4.5.2, any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or thirty (30) days after submission of the Claim to the Architect, be subject to resolution pursuant to Subparagraph 4.5.2.

§4.5.2 Either party may pursue any Claim against the other in the Court of Common Pleas for Charleston County, South Carolina, provided the party has first complied with the provisions of Paragraphs 4.3 and 4.4 with respect to such Claim. Nothing herein shall be construed to prevent mediation of any Claims upon the mutual consent of the parties.

### ARTICLE 5 SUBCONTRACTORS

#### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

#### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.. The Contractor's Request for Substitution must be made to the Architect in writing, accompanied by supporting information.

§ 5.2.5 To the extent it applies, the substitution of a subcontractor is governed by the laws of the State of South Carolina. Paragraph 5.2 is to be construed as complementary thereto.

### § 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Without limitation on the generality of the foregoing, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following:

§ 5.3.2.1 An agreement that the Owner is a third-party beneficiary of the Subcontract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, expressed or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the agreement; and,

§ 5.3.2.2 A requirement that the Subcontractor (or Sub-subcontractor) promptly disclose to the Contractor (or Subcontractor) any defect, omission, error, or deficiency in the Contract Documents or in the Work of which it has, or should have had, knowledge; and,

§ 5.3.2.3 The following Paragraphs or Subparagraphs as appropriate, of the Conditions of the Contract: 3.2, 3.5.1, 3.18, 4.3.10, 5.4, 13.1, 13.13, 14.3 and 14.4.

§ 5.3.3 The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and its Subcontractor(s) incorporate the provisions of Subparagraph 5.3.1 and

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5.3.2 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will no prejudice such rights.

§ 5.3.4 Upon request, the Contractor shall provide to the Owner copies of all executed or issued subcontracts, purchase orders and other documents related to the Work.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

*(Paragraph deleted)*

#### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 The Contractor shall not proceed with the Work of the Change Order until the Change Order is approved by the Owner. Any adjustment in the Contract Sum made pursuant to this Paragraph 7.2 shall be determined in accordance with Paragraph 7.5 of this Contract.
- .5 All Change Orders shall be submitted on City of Charleston form, "Construction Change Order," with appropriate documentation attached.

§ 7.2.2 Agreement on any Change Order shall constitute a release by the Contractor of the Owner for any and all liability under this Contract attributable to such facts or circumstances giving rise to the Change Order.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.



§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3

*(Paragraphs deleted)*

Any adjustment in the Contract Sum, including reasonable overhead and profit made pursuant to Paragraph 7.3 shall be determined in accordance with Paragraph 7.5 of this Contract.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect as provided in Clause 7.5.1.5, on the basis of reasonable expenditures and savings to those performing the Work attributable to the change, including allowances for reasonable overhead and profit.

§ 7.3.7

*(Paragraphs deleted)*

When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.8 If the Contractor defaults or neglects to execute a Change Directive, the Owner may carry out the Work in accordance with Paragraph 2.4 and Article 6.

*(Paragraphs deleted)*

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§ 7.5 PRICE ADJUSTMENTS

§ 7.5.1 Methods of Adjustment. Any adjustment in the Contract Sum made pursuant to this Paragraph 7.5 shall be consistent with this Contract and shall be arrived at through whichever one of the following ways in the most valid approximation of the actual cost to the Contractor.

7.5.1.1 by agreement on a fixed price adjustment;

7.5.1.2 by unit prices specified in the Contract or subsequently agreed upon;

7.5.1.3 by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

7.5.1.4 in such other manner as the parties may mutually agree; or,

7.5.1.5 in the absence of agreement by the parties, through a unilateral initial determination by the Architect of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Architect in accordance with Clause 7.5.3.2, but subject to final resolution in accordance with the provisions of Paragraph 4.5, it being acknowledged that the unilateral initial interpretation by the Architect is respected, but advisory.

§ 7.5.2 Final Agreement

When any adjustment in the Contract Sum made pursuant to clauses in this Contract becomes final (e.g., by agreement or dispute resolution), the adjustment shall be computed and documented on City of Charleston "Construction Change Order."

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### § 7.5.3 DOCUMENTATION OF COST REASONABLENESS

**§ 7.5.3.1 Contractor's Change Order Proposal.** The Contractor shall submit a written proposal for review by the Architect and the Owner. The proposal shall be submitted to the Owner's representative within the time limits specified in the Subparagraph 4.3.2. All costs claimed by the Contractor shall be justifiable compared with prevailing industry standards, as adjusted for local cost conditions. Costs shall be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon thereafter as practicable.

**§ 7.5.3.2 Construction Change Directives.** For a Construction Change Directive wherein the proposed method of compensation is actual costs, and pending the collection and evaluation of actual costs as required Clause 7.5.1.3, the Contractor shall estimate the value of the changed Work. The Contractor shall itemize the estimated cost into building components and shall use the labor, material and equipment unit direct costs as listed in the most current issue of the Construction Cost Data Book most applicable to the nature of the changed Work,, as published by R.S. Means, with a cost index adjusted for the project locale. The Contractor shall also be permitted to add overhead and profit as shown in Subparagraph 7.5.4. Where the Contractor does not properly itemize the proposed costs as requested, the Architect shall provide the Owner with the itemization and this amount shall be the initial basis for compensation under Subparagraph 7.3.8. Upon conversion of the Construction Change Directive to a Change Order, the Architect's cost for providing this itemization shall be deducted from the final adjustment in the Contract Sum as described in Clause 7.3.7.

### § 7.5.4 Agreed Overhead And Profit Rates

**§ 7.5.4.1** For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Subparagraph 4.3.9, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The allowable percentages for overhead, profit, and commission area as follows:

1. To the Contractor or subcontractors on work performed by their own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

2. To the Contractor on worked performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

3. To a first tier subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

**§ 7.5.4.2** Not more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

**§ 7.5.4.3** The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

**§ 7.5.4.4** Using the percentages stated in Clause 7.5.4.1, any adjustment to the Contract Sum for deleted work shall include any overhead, profit and/or commission attributable to the cost for the deleted Work.

**§ 7.5.4.5** If the Contractor initiates a Change Order proposal and the Owner is not obligated to pay for all or any part of the proposal, then the Contractor shall be responsible for any Architect's fees to evaluate and process that Change Order proposal. Compensation shall be based on the Owner's contract with the Architect and the rates for Additional Services contained therein, and shall be withheld from the final payment.

### § 7.5.5 Cost Or Pricing Data

§ 7.5.5.1 The Contractor shall submit cost or pricing data for any element of changed Work (other than Unit Price Work), and shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of the pricing. This data shall be itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent Work, or as soon thereafter as practicable, and shall be justifiably compared with prevailing industry standards, as adjusted for local conditions. As requested by the Architect or the Owner, the Contractor's submittal shall provide an itemized breakdown of all increases and decreases in the Contract for the Contractor and each subcontractor (at any tier) in at least the following detail: material, equipment and supply quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Worker's Compensation Insurance; equipment hours and rates, and costs of premiums for bonds and insurance, permit fees and sales, use or similar taxes related to the Work.

§ 7.5.5.2 Any Change Order or Change Directive for which certification is required shall contain a provision that the price to the Owner, including profit or fee, shall be adjusted to exclude any significant sums by which the Owner finds that such price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete or not current as of the date agreed upon between the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment and shall not be deemed to be waived.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Failure by the Contractor to commence actual physical work on the project within twenty-one (21) days from the Date of Commencement, as established in the Notice to Proceed, will entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract. In this event, the Owner may withdraw the Notice to Proceed and terminate the Contract in accordance with the Contract Documents.

§ 8.2.5 Within two (2) weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of Work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of Work in place, but not including the value of materials delivered but not in place.

§ 8.2.6 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be

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reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.

§ 8.2.7 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than ninety percent (90%) of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.

§ 8.2.8 If each of three successive applications, as certified by the Architect, indicate that the actual work completed is less than ninety percent (90%) of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted under Paragraph 14.2.

§ 8.2.9 If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in Paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted pro rata.

§ 8.2.10 If the Contractor fails to submit any Application for Payment in any month, the Architect will, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect's knowledge.

§ 8.2.11 Nothing herein shall limit the Owner's right to liquidated damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

§ 8.2.12 The Contractor shall prepare Daily Reports of job site activities in a form provided by the Owner. Reports shall be submitted to the Owner and the Architect on a weekly basis.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.7.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 No claim for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications, or instructions or to return Shop Drawings or samples until fifteen (15) days after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

§ 8.3.5 The Contractor hereby agrees that the Contractor shall have no Claim for damages of any kind against the Owner or the Architect on account of any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time provided in this Article.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown shall be divided into detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect:

§ 9.2.1 the description of Work (listing labor and material separately);

§ 9.2.2 the total value;

§ 9.2.3 the percent and value of the Work completed to date;

§ 9.2.4 the percent and value of previous amounts billed; the current percent completed and amount billed; and,

§ 9.2.5 the current percent completed and amount billed.

Any schedule of values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, shall be rejected. If either the schedule of values or trade breakdown had been initially approved and subsequently used, but later was found improper for any reason, then sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values no more often than monthly. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The Contractor's Application for Payment shall be in a form acceptable to the Owner. The Architect will authorize, as provided in Paragraph 9.4 and until the final pay request, monthly payments equal to ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work, and allocable to material and equipment suitably stored until the total value of the completed Work in place is less than fifty percent (50%), as certified by the Architect, at which time the above-stated ninety percent (90%) shall be modified, at the option of the Owner, to ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work, and allocable to material and equipment suitably stored. After fee reduction has taken place, if the quality or progress of the work decreases or slows down, in the opinion of the architect, full retainage may be reinstated until the completion of work.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that the title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in the Construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens". The Contractor further agrees that the submission of any Application for Payment shall conclusively be deemed to waive all liens with respect to said Work for which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such work.

§ 9.3.4 Each Application for Payment or periodic estimate requesting payment shall be accompanied at the Owner's option by (i) a waiver of liens from each subcontractor or (ii) a certificate from each subcontractor stating that the subcontractor has been paid all amounts due the subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.
- .8 a lien or attachment is filed; or

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- .9 failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings. The contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

*(Paragraph deleted)*

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.1.1 Contractor's attention is directed to §11-35-3030 (4) of the SC Code of Laws, as amended, and the Project Manual concerning release of retained funds. If partial release of retainage is requested by the Contractor, application shall be accompanied by AIA Document G707A, Consent of Surety to Reduction in or Partial Release of Retainage.

§ 9.6.1.2 Contractor shall properly disburse money received from all payments to all laborers, subcontractors or materialmen in accordance with Title 29, Chapters 6 and 7 of the SC Code of Laws, as amended.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

*(Paragraph deleted)*

#### § 9.7 FAILURE OF PAYMENT

If the Owner does not pay the Contractor within thirty (30) days after the date the Contractor's Application for Payment is certified by the Architect, then the Contractor may, upon fourteen (14) additional days written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be appropriately extended and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and startup, which shall be accomplished as provided in Paragraph 7.5.

#### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with Subparagraph 3.15.1, the Contractor shall submit to the Architect (i) a list of items to be completed or corrected, (ii) all special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect, and (iii) the permits and certificates referred to in Subparagraph 13.5.4. The failure to include any items on the list mentioned in the preceding sentence shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, and the other conditions have been met, the Architect will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in such Certificates.

§ 9.8.2.1 The Contractor's list shall be in writing and attached to the "Contractors Request for Certificate of Substantial Completion", which shall be submitted at least ten (10) days in advance of the proposed date of inspection and shall be forwarded through the Architect, who will attach its written endorsement as to whether or not it concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Architect's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor's statement, the Architect shall inform the Contractor of the basis for the Architect's non-concurrence. The Contractor may then, at its sole option, (i) defer the inspection; or, (ii) request the inspection be performed in accordance with Subparagraph 9.8.3.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 Inspection and testing shall take place at a time (s) mutually agreeable to the Contractor, Owner and Architect..

§ 9.8.3.2 The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in the Architect's issuance of a written list of Unfinished Work and Defective Work, commonly referred to as a "punch list", each item of which must be finished and correct prior to Final Completion.

§ 9.8.3.3 The Architect and its Consultants shall conduct all Substantial Completion inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. Representatives of authorities having jurisdiction may be present, at their sole discretion, at the Substantial Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements.

§ 9.8.3.4 If the inspection discloses any item which is not in accordance with the requirements of the Contract Documents and will prevent the Owner from occupying or utilizing the Work for its intended use, the Contractor shall complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for a follow-up inspection by the Architect to determine Substantial Completion.

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§ 9.8.3.5 The Contractor shall proceed promptly and diligently to complete and correct items on the list of Unfinished or Defective Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3.6 If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner option, the costs may be deducted from payments due to the Contractor.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion by the Architect which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion by the Architect.

§ 9.8.5 The Certificate of Substantial Completion by the Architect shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

§ 9.8.5.1 Upon such acceptance of Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment for such Work or portion thereof as provided in the Contract Documents. The balance payable shall include the retainage of five percent (5%) of the Contract Sum, less any retainage released under conditions of Subparagraph 9.6.2, plus an amount equal to the cost to complete or to correct, as determined by the Architect of the Uncompleted or Defective Work, plus the full amount of Liquidated Damages. The Contractor acknowledges that the Owner will suffer financial loss if the Project is not substantially completed on the date set forth in the Contract Documents. The Contractor (and its Surety) shall be liable for and the Owner may retain from payment the sums herein stipulated as fixed, agreed and liquidated damages for each calendar day of delay that the Work remains incomplete. The Contractor further acknowledges that the Owner has the right to elect to enforce Liquidated Damages or any other damages or legal or equitable relief as this Contract provides or as permitted by law. Retainage shall continue until Final Completion and Final Payment.

§ 9.8.5.2 Notwithstanding the foregoing, the payment of retainage shall be consistent with §11-35-3030 (4), Code of Laws of South Carolina, as amended.

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Final Completion shall be achieved no later than thirty (30) days after Substantial Completion unless modified by a Change Order. Failure of the Contractor to achieve Final Completion within the time allowed under this Subparagraph shall entitle to Owner to consider the Contractor in substantial breach of its obligations under this Contract.

§ 9.10.1.2 The Contractor shall notify the Owner, in writing on the "Certificate of Completion by the Contractor", of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect, who will attach its endorsement as to whether or not it concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date stated. The Architect's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect's endorsement be deemed to be evidence that the Work was finally complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor's statement, the Architect shall inform the Contractor of the basis for the Architect's non-concurrence. The Contractor may, at its sole option, (i) defer the inspection; or, (ii) request the inspection be performed in accordance with this Subparagraph. The final inspection and testing shall be conducted in the same manner as the inspection for Substantial Completion, including, but not limited to, the requirements of Clauses 9.8.3.3, 9.8.3.4, 9.8.3.5 and 9.8.3.6 of this Contract.

§ 9.10.1.3 The Contractor shall then submit a request for a follow-up inspection to determine Final Completion. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner's option, the costs may be deducted from payments otherwise due to the Contractor.

§ 9.10.1.4 Approval of Work as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

§ 9.10.2 Neither final payment nor payment of any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the

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remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 faulty or defective Work appearing after the date of Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

*(Paragraphs deleted)*

### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious losses to real or personal property resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.1.1 The Owner and Contractor hereby agree that this Paragraph shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

- .1 Any adjustment in the Contract Sum, including reasonable overhead and profit, made pursuant to this Subparagraph shall be determined in accordance with Paragraph 7.5 of this Contract.
- .2 The Work in the affected area shall be resumed immediately following the occurrence of any of the following events: (a) the Owner causes remedial work to be performed that results in the absence of materials or substances; or (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.
- .3 For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

*(Paragraphs deleted)*

### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7. Written notice of the

emergency, including an estimate of cost and probable effect of delay on the progress of the Work, must be given by the Contractor to the A/E as soon as possible, but in no case more than ten (10) days after the start of the emergency.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

- .1 Liability Insurance shall include all major divisions of coverage and be on a Commercial basis including the following:

- (1) Premises-Operations.
- (2) Independent Contractor's Protective.
- (3) Products and Completed Operations.
- (4) Personal and Advertising Injury.
- (5) Contractual, including specified provision for contractor's obligations under Paragraph 3.18.
- (6) Broad Form Property Damage including Completed Operations.
- (7) Owned, Non-owned and Hired Motor Vehicles.

- .2 The insurance required Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law or other provisions of this Contract:

(1) COMMERCIAL GENERAL LIABILITY:

(a) General Aggregate (per project)	\$1,000,000
(b) Products/Completed Operations	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000
(e) Fire Damage (Any one fire)	\$ 50,000
(f) Medical Expense (Any one person)	\$ 5,000

(2) BUSINESS AUTO LIABILITY (including all Owned, Non-owned and Hired Vehicles):

(a) Combined Single Limit	\$1,500,000
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**OR**

(b) Bodily Injury & Property Damage (each)	\$ 750,000
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(3) WORKER'S COMPENSATION:

(a) State

(b) Employers Liability

Statutory

\$100,000 Per Accident

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary and that any liability insurance of the Owner shall be secondary and noncontributory.

§ 11.1.4 For informational purposes, the Contractor is advised that Work's Compensation Insurance is required for all Owners and executive officers of entities incorporated in the State of South Carolina.

§ 11.1.5 The Aggregate Limits of Insurance required by Subparagraph 11.1.2 shall apply, in total, to this Contract only. This shall be indicated on the insurance certificate or an attached policy amendment.

- .1 The insurance policies and Certificates of Insurance required by this Contract shall contain a provision that no material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such Certificates of Insurance shall have effect unless the Owner has been given at least thirty (30) days prior written notice. The Contractor shall provide a minimum of thirty (30) days written notice to the Owner of any proposed reduction of coverage limits, including every coverage limit identified in Subparagraph 11.1.2, or any substitution of insurance carriers.
- .2 In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain Builder's Risk insurance on behalf of the Owner insuring the Work in form acceptable to the Owner in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such Builder's Risk insurance shall be maintained until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier.

*(Paragraphs deleted)*

§ 11.3.2 Property Insurance shall be written using a 'Builders Risk Coverage Form' with the following attached forms and endorsements.

- .1 Causes of Loss – Special Form; (Risks of Direct Physical Loss unless the loss is excluded or

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- by the Form)
- .2 Causes of Loss -- Earthquake Form; and
- .3 Flood Insurance

§ 11.3.3 Covered Property is the Building Under Construction described in the Policy Declarations and includes:

- .1 Foundations;
- .2 If intended to become a permanent part of the building or structure described in the Declarations, the following property located in or on the building or structure or within 100 feet of its premises;
  - (1) Fixtures, machinery and equipment used to service the building; and
  - (2) Building materials and supplies used for construction;
- .3 If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

§ 11.3.4 Replacement of insured damaged Work shall be covered by an appropriate Change Order. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.5 The Owner and the Contractor shall take reasonable steps to obtain consent of insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.6 The Contractor shall provide adequate insurance to protect the interests of the contractor, Subcontractor, and Sub-subcontractor in the work.

§ 11.3.7 The Contractor shall be responsible for the deductible(s) in the above-stated policy. The policy shall be written with a deductible of no more than \$2500 for each occurrence.

*(Paragraphs deleted)*

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum.

- .1 The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount.
- .2 The Performance Bond and the Payment Bond shall be made payable to the Owner.
- .3 The Performance and Labor Material Payment Bonds shall:
  - (1) be issued by a surety company licensed to do business in South Carolina; and,
  - (2) be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
  - (3) remain in effect for a period of time not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
  - (4) display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond stating that:
    - (a) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived.
    - (b) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.
  - (5) Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the SC Code of Laws, as amended.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.3 The Contractor shall furnish the required bonds to the Owner before execution of the Contract.

§ 11.4.4 The Contractor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to, or waiver of:

- .1 notice of changes in the Work;
- .2 request for reduction or release of retention;
- .3 request for final payment; and
- .4 any other item required by the Surety.

The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 **Contractor's Warranty Period.** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If, prior to the date of Substantial Completion, the Contractor, or Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.



§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 unless otherwise provided in the Contract Documents. .

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the State of South Carolina.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

*(Paragraph deleted)*

### § 13.3 WRITTEN NOTICE

§ 13.3.1 Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed duly given:

- .1 upon actual delivery to the person identified in the A101, if delivery by hand; or,
- .2 upon receipt by the transmitting party of confirmation or reply, if delivery is by facsimile, telex or telegram; or,
- .3 upon receipt by the person identified in the A101, if delivery is by deposit into the United States mail, certified mail, return receipt requested.

§ 13.3.2 Each such notice shall be sent to the respective party at the address provided in the A101, or to any other address as the respective party may designate by notice delivered pursuant hereto.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.4.3 Termination of the Contract by either party for any reason shall not relieve the parties of any obligation theretofore accorded under this Contract. Notwithstanding Subparagraph 9.10.4, and without limiting the foregoing sentence, the following provisions (as amended) of the Contract Documents shall survive termination for whatever cause, expiration or completion:

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service:
- 3.5 Warranty
- 3.17 Royalties, Patents and Copyrights
- 3.18 Indemnification
- 3.10 Waiver of Listed Damages
- 3.11 Waiver of Claims Against the A/E
- 4.5 Dispute Resolution
- 7.5.5 Cost of Pricing Data
- 11.1 Contractor's Liability Insurance
- 11.5 Performance and Payment Bond
- 12.2 Correction of Work
- 13.1 Governing Law
- 13.4 Rights and Remedies
- 13.12 Retention and Audit of Contractor's Records

#### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing. The Contractor shall give the A/E timely notice in advance of tests, inspections or approvals.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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### **§ 13.6 INTEREST**

**§ 13.6.1** Payments made under the Contract Documents are subject to the requirements of Title 29, Chapter 6 of the South Carolina Code of Laws, as amended.

### **§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or relating to the Contract within the times established by the laws of the State of South Carolina.

### **§ 13.8 DRUG-FREE WORKPLACE**

The Contractor certifies to the Owner that the Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

### **§ 13.9 CANCELLATION AFTER AWARD**

Pursuant to § 11-35-1520 of the SC Code of Laws, as amended, and South Carolina Regulation 19-445.2085, this Contract may be cancelled after award, but prior to issuance of the Notice to Proceed. In such event, the Contractor shall recover, as its sole remedy, its reasonable bid preparation costs.

### **§ 13.10 BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Owner. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of State or governmental contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

### **§ 13.11 RETENTION AND AUDIT OF CONTRACTOR'S RECORDS**

The Contractor and all subcontractors shall comply with all applicable obligations of §11-35-2220 of the SC Code of Laws, as amended. Accordingly, the Owner shall be entitled, at reasonable times and places, to audit the books and records of both the Contractor and any subcontractor who has submitted cost or pricing data pursuant to either this Contract or to §11-35-1830 to the extent that such books and records relate to such cost or pricing data. If any cost or pricing data is required for this Contract or any Modification, the Contractor and any subcontractor shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the Contract; provided, however, that such records shall be retained for additional periods of time beyond this three-year period upon request of the Owner. If this Contract or any Modification (other than a firm fixed price contract) is negotiated, the Owner shall be entitled to audit the books and records of the Contractor and any subcontractor to the extent that such books and records relate to the performance of the Contract or any Modification. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime contract and by any subcontractor for a period of three years from the date of final payment under the subcontract.

### **§ 13.12 UNIT PRICE WORK**

**§ 13.12.1** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the initial Contract Sum will be deemed to include an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as identified in the Contract. The estimated quantity for each item of Work represent the Owner's best estimate of the amount of each item to be required of the Contractor, but the amounts are not guaranteed, and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. Determinations of the actual quantities, and classifications of Unit Price Work performed by the Contractor will be made by the Architect as described below.

**§ 13.12.2** Subject to an adjustment pursuant to Subparagraph 4.3.9, each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total costs, including overhead and profit, for each separately identified item.

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§ 13.12.3 The Architect will determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Architect will review with the Contractor its preliminary determinations on such matters before rendering a written decision or issuing a recommendation on the Contractor's Applications for Payment. The Architect's written decisions or recommendations will be final and binding on the Owner and the Contractor, except as modified by the Architect to reflect changed factual conditions or more accurate data, and subject to Paragraph 4.4. For purposes of Paragraph 4.4, the Architect's written decisions or recommendations shall serve as the Architect's initial decision.

#### § 13.13 PROCUREMENT OF MATERIALS BY OWNER

§ 13.13.1 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

*(Paragraphs deleted)*

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed. Any adjustment to Contract Sum made pursuant to this Subparagraph shall be made in accordance with the requirements of Paragraph 7.5.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

*(Paragraphs deleted)*

§ 14.2.1 The Owner may terminate the Contract, or any separable part of it, if the Contractor:

- .1 fails to complete Work within the time specified in the Contract Documents, including any authorized adjustments; or;
- .2 fails to prosecute the Work, or any separable part of the Work, with diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments; or,

- .3 fails to make payments to Subcontractors for materials or labor in accordance with Title 29, Chapter 6 of the South Carolina Code of Laws, as amended, and the respective agreements between the Contractor and the Subcontractors; or
- .4 persistently disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or,
- .5 fails to proceed as required by Subparagraph 4.3.3 pending final resolution of a Claim; or,
- .6 fails to comply with any of the other material provisions of this Contract.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall complete the performance of the Work not terminated, if any:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed. Any adjustment to the Contract Sum made pursuant to this Subparagraph shall be made in accordance with the requirements of Paragraph 7.5.

Project Name: CP1524 – Daniel Island Shoreline Restoration  
Contractor: Triad Engineering & Contracting Co.  
480 Jessen Lane, Unit H  
Charleston, SC 29492  
Telephone Number: 843-416-1112

*(Paragraphs deleted)*

Init.

# COMMITTEE / COUNCIL AGENDA

12)

TO: John Tecklenburg, Mayor

FROM: Laura S. Cabiness


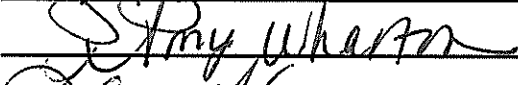
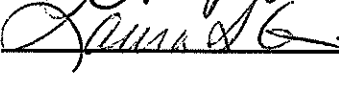
DEPT. Public Service

SUBJECT: SPRING/FISHBURNE US17 DRAINAGE & TRANSPORTATION IMPROVEMENTS:  
DIVISION III FEDERAL MATCH (PHASE 2) CHANGE ORDER #3 - CROWDER  
CONSTRUCTION CO.

REQUEST: Approve Change Order #3 from Crowder Construction Co. on subject project for necessary changes to the vortex boxes to promote longer life and more efficient maintenance including a change from 3000 psi concrete to 5000 psi grout; fabrication and installation of galvanized edge plates; installation of a Raven Liner on the invert, floor, and walls of the structure; and modifications to the top slab to include a two-piece lid and installation of a cable loop lift system. This CO is covered by the council-approved contingency allowance.

COMMITTEE OF COUNCIL: Ways & Means DATE: 24 January 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div.: 050356 Account #: 58240

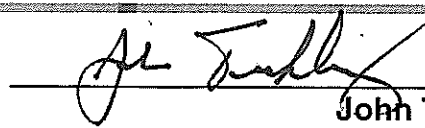
Balance in Account \$160,086.00 Amount needed for this item \$160,086.00

Does this document need to be recorded at the RMC Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature:   
John Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

## Change Order

No. 3Date: August 1, 2016OWNER'S Project No. 14.0001 ENGINEER'S Project No. 03295.00 Fed MatchProject: Spring Fishburne US 17 Transportation and Drainage improvements SCDOT 2012 Federal Match ProgramCONTRACTOR: Crowder Construction CompanyContract for: Transportation & Drainage Improvements Contract Date: March 22, 2015  
NTP June 1, 2015NATURE OF THE CHANGES: **Modification to Vortex Structures***\*Amount represent an increase/additional cost to original contract unit price*

Line Item	Item Code	Item	Quantity	Unit	Unit Price	Amount
0009	K.1	Shaft A Vortex Structure Modification	1	EA	\$20,285.00	\$20,285.00
0009	L.1	Shaft B Vortex Structure Modification	1	EA	\$20,285.50	\$20,285.50
0009	M.1	Shaft C Vortex Structure Modification	1	EA	\$19,553.00	\$19,553.00
0009	N.1	Shaft G Vortex Structure Modification	1	EA	\$20,285.50	\$20,285.50
0009	O.1	Shaft H Vortex Structure Modification	1	EA	\$19,553.00	\$19,553.00
0009	P.1	Shaft I Vortex Structure Modification	1	EA	\$20,285.50	\$20,285.50
0009	Q.1	Shaft J Vortex Structure Modification	1	EA	\$20,285.50	\$20,285.50
0009	R.1	Shaft K Vortex Structure Modification	1	EA	\$19,553.00	\$19,553.00
Total						\$160,086.00

**Description:**

As a result of several meetings between the design team, the contractor and the City several modifications were made to the vortex structures to promote long term service life, aid in constructability and reduce long term maintenance cost. The work includes a change from 3000 PSI concrete to 5000 PSI grout, fabrication and installation of a galvanized leading edge plate and raven liner for the invert, floor and walls of the structure (260 SF for 54" & 215 SF for 48", this is the area past B-B1 line in the design drawing CS-C501). The vortex structure top has been modified to accommodate future maintenance access. The top has been redesigned from a monolithic slab to a two piece sectional lid. The change also includes an MB cable lift loop plus system so the top can be easily removed. Smaller cranes and equipment can now be utilized to remove the top if necessary. The unit cost includes all labor, material and incidentals necessary to compete the work.

These changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$23,479,326.56
Net Increase Resulting From This Change Order	\$160,086.00
Current Contract Price Including This Change Order	\$23,639,412.56
Current Time Prior to This Change Order	March 22, 2017 (Days or Date)
Net (Increase)(Decrease) Resulting From This Change Order	0 Days
Current Contract Time Including This Change Order	March 22, 2017 (Days or Date)



Spring Fishburne US 17 Transportation and Drainage Improvements  
SCDOT 2012 Federal Match Program  
Change Order No. 3  
Signature Sheet

City of Charleston

Owner

2 George Street

Address

Charleston, SC 29401

By:

Date:

Crowder Construction Company

Contractor

6409 Brookshire Blvd.

Address

Charlotte NC, 28616

By:

Date:

Davis & Floyd, Inc.

Engineer

3229 W. Montague Ave

Address

Charleston, SC 29418

By:

Date:

SCDOT

Agency

Address

By:

Date:

SCDOT

Agency

Address

By:

Date:

Not valid until signed by the City, Engineer, Contractor & SCDOT.

# DUN-RIGHT SERVICES, Inc.

Coatings & Infrastructure Rehab



910 B. PARKER DRIVE  
FLORENCE, SOUTH CAROLINA 29501  
(843) 317-1144 FAX (843) 317-1184

## PROPOSAL

PROPOSAL SUBMITTED TO Crowder Construction Company	DATE January 28, 2016	Bid Date	Time 2:18:48 PM
STREET 111 Burma Drive	JOB NAME Charleston Vortex Structure Coatings - Budgetary		
CITY, STATE, AND ZIP CODE Apex, NC 27539	JOB LOCATION Charleston, SC		
ATTENTION Donald Anderson - danderson@crowdercc.com	FAX NUMBER (919) 367-2097	TELEPHONE NUMBER (704) 995-4762	

To provide all labor, materials, equipment and supervision necessary to prepare & coat the interior of the new concrete structures as scheduled below:

- High pressure wash (5000 psi @ 5 gpm) clean/degrease, removing all dirt, residues and contaminants.
- Patch/Repair all minor voids, as necessary, with Quadex Hyperform rapid setting, high early strength patching material.
- Top Coat with Raven 405 Ultra high build epoxy as indicated below.
- The monolithic epoxy coating of entire structure will be inspected with high voltage holiday detection equipment.

NEW 54" CONCRETE VORTEX STRUCTURE, APPROXIMATELY 260 SF - ..... \$5,294.00  
125 MILS EPOXY TOP COAT (COATING IS FOR THE INVERT CHANNEL  
FLOOR/ WALLS ONLY)

NEW 48" CONCRETE VORTEX STRUCTURE, APPROXIMATELY 215 SF - ..... \$4,379.00  
125 MILS EPOXY TOP COAT (COATING IS FOR THE INVERT CHANNEL  
FLOOR/ WALLS ONLY)

\*NOTE: PRICING REFLECTS A SEPARATE MOBILIZATION FOR EACH STRUCTURE.

### Notes:

- All work will be done in accordance with manufacturers' recommendations and current industry standards.
- Non-typical repairs/coatings will be negotiated on site.
- Removal of existing water/debris by others in combination with Dun-Right's mobilization (if required).
- Proposal based on all new concrete being cured prior to Dun-Right's mobilization (new concrete minimum 28 days).
- PROPOSAL BASED ON ANY REQUIRED SEAM AND FILLER GROUTING BEING COMPLETED PRIOR TO DUN-RIGHT'S MOBILIZATION.
- BYPASS OR SHUT-OFF BY OTHERS (IF REQUIRED).
- DEBRIS DISPOSAL BY OTHERS (IF REQUIRED).
- ACCESS TO WITHIN 50' OF EACH STRUCTURE/HOLE BY OTHERS.
- WATER SUPPLIED BY OTHERS.
- Performance and payment bonding expenses by others (if required).
- Should verified dimensions differ from those provided on quotation above, additional invoicing shall be based on the same "per square foot" unit price as the above quote.
- TRAFFIC CONTROL, OTHER THAN CONES AND NON-DIRECTIONAL SIGNS, BY OTHERS (IF REQUIRED).
- Unless otherwise noted on this proposal, only the concrete surfaces of proposed structures are quoted.

Tommy Jeffords -sales- 843-687-3166

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: As Per Above dollars (\$ \_\_\_\_).

Net 30 days (unless specified otherwise). A surcharge of 1.5% of the unpaid monthly balance will be added on late payments. The quotation is contingent upon our inspection of applicable drawings and/or site visit, and inspection of specifications, special conditions, and owner/contractor documents.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Gregg Davis, Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance

CHANGE REQUEST NUMBER: 19			24-May-16
CoC: Vortex Structure Design Modifications			
CONTRACT TITLE: Spring/Fishburne Drainage Project		CROWDER JOB NO: 61186	
OWNER: City of Charleston			
<b>DESCRIPTION: Pricing of the Design Modifications for the installation of the invert in the Vorte:</b>			
<b>PRIME CONTRACTOR'S WORK</b>			Revisions/Comments
1. DIRECT MATERIALS		\$0	
2. SALES TAX ON MATERIALS	8.50%	\$0	
3. DIRECT MATERIALS NON TAXABLE		\$0	
4. MATERIAL MARK-UP	15.00%	\$0	109.5-B
5. DIRECT LABOR		\$0	
6. DIRECT LABOR MARK-UP	30.00%	\$0	109.5-A
7. RENTAL EQUIPMENT		\$0	
8. SALES TAX ON RENTAL EQUIPMENT	8.50%	\$0	
9. CONTRACTOR OWNED EQUIPMENT		\$0	
10. EQUIPMENT MARK-UP	15.00%	\$0	109.5-B
11. SUBTOTAL		\$0	
Prime Remarks:			
<b>SUBCONTRACTOR'S WORK</b>		NAME OF SUBCONTRACTOR	Revisions/Comments
12. SUBCONTRACTOR #1	Southern Concrete		Attached Itemized Break Down
13. SUBCONTRACTOR #2	Dun-Right Services, Inc.		Attached Itemized Break Down
14. SUBCONTRACTOR #3			
15. SUBCONTRACTOR #4			
16. SUBCONTRACTOR #5			
17. SUBCONTRACTOR #6			
18. SUBCONTRACT TOTAL FROM BREAKDOWN SHEET		\$123,800	
Sub's Remarks:			
Pricing for additional work caused by design changes			
<b>SUMMARY</b>			Revisions/Comments
19. SUBTOTAL PRIME'S WORK (FROM LINE 11)		\$0	
20. SUBCONTRACTOR'S WORK (FROM LINE 18)		\$123,800	\$123,800
21. PRIME'S MARK-UP ON SUBCONTRACTOR WORK	10.00%	\$12,380	109.5-D
22. SUBTOTAL SUBCONTRACTOR'S WORK		\$136,180	
23. TOTAL COST (ADD LINES 19 & 22)		\$136,180	
24. G&A (10%)		\$0	
26. PRIME CONTRACTOR'S BOND PREMIUM -- 0.43% OF LINE 23	0.00%	\$0	
27. BUILDERS RISK INSURANCE -- 0.59% OF LINE 23	0.00%	\$0	
28. GENERAL LIABILITY INSURANCE -- 0.08% OF LINE 23	0.00%	\$0	
29. TOTAL COST		\$136,180	
Requested Contract Days: 20 Days			
Additional work needs to be done for the boxes and the downtime during the re-design process.			
PRIME CONTRACTOR'S NAME: CROWDER CONSTRUCTION COMPANY			
PLEASE NOTIFY CROWDER IMMEDIATELY SHOULD YOU NOT AGREE WITH ANY OF THE INFORMATION CONTAINED WITHIN THIS DOCUMENT			
SIGNATURE & TITLE OF PREPARER: _____		DATE: May 24, 2016	
APPROVED BY: _____		DATE: _____	
Delivery Date: 11/03/15			
Method of Delivery: Via E-Mail and Hand Delivery			
Sent to: Ed Conville			

DESCRIPTION: Pricing of the Design Modifications for the installation of the river in the Vortex Structure

Crowder Job No.

61186

BREAKDOWN OF DIRECT COSTS

DATE: 11/29/16

ITEM NO.	ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		MATERIAL/NON TAXABLE		LABOR		R=1 O=0	EQUIPMENT		EQUIPMENT TOTALS			SUB-CONTRACT	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total cost		Hours	Rate	Total	Rented	Owned	Unit Cost	Total Cost
	Subcontractor																
SC-1	Leading Edge and Return Edge Embled Plate	16.00	EA													\$4,800.00	\$76,800
SC-2	5000 PSI Non-Shrink Grout, Price Increase	140.00	CY													\$45.00	\$6,300
SC-3	Emseal DSM Submersal Seal	120.00	LF													\$0.00	\$0
SC-4	IOSR for Downtime soon Truck (Invoice Attached)	1.00	LS													\$0.00	\$0
SC-5	IOSR for Downtime of Forming System (Invoice Attached)	1.00	LS													\$0.00	\$0
DR-1	Dun-right Coating 54" Concrete Vortex (260 SFEa)	1,300.00	SF													\$20.36	\$26,468
DR-2	Dun-right Coating 48" Concrete Vortex (215 SFEa)	645.00	SF													\$20.36	\$13,132
	Printing and Modeling Services	1.00	LS													\$1,100	\$1,100
	Labor																
		0.00	HR					0.00	\$0.00								
		0.00	HR					0.00	\$0.00								
	Equipment																
		0.00	WK								0.00	\$0	\$0			\$0	\$0
		0.00	WK								0.00	\$0	\$0			\$0	\$0
	Materials																
		0.00	LS		\$0.00	\$0.00											
		0.00	LF		\$0.00	\$0.00					0.00	\$0	\$0			\$0	\$0
	a. Trucking	0.00	LDS														
	b. Small Tools (15% of field labor)	0.00	LS			\$0.00	\$0.00										\$80
	c. Fuel & Lubricates (23% of equipment)	0.00	LS		\$0.00	\$0.00											
	d. Misc. Mat'l and Equipment (1% of field labor)	0.00	LS			\$0.00	\$0.00										
	a. Project Manager	0.00	HR					\$55.00	\$0.00								
	b. Project Superintendent	0.00	HR					\$50.00	\$0.00								
	c. Project Safety Coordinator	0.00	HR					\$34.00	\$0.00								
	d. Project Co-Op Engineer	0.00	HR					\$0.00	\$0.00								
	e. Project Administrative Assistant	0.00	HR					\$24.00	\$0.00								
	f. Project Vehicles	0.00	HR					\$0.00	\$0.00	0	0.00	\$8	\$0	\$0		\$0	
PRIME CONTRACTOR - TOTALS					\$0.00		\$0.00		\$0.00				\$0	\$0	\$0		\$123,800

CONTINGENCY ALLOWANCE REQUEST NUMBER: PCO-033

25-Mar-16

Design Revision for Vortex Lid

CONTRACT TITLE: Spring/Fishburne Drainage Project

CROWDER JOB NO: 61186

OWNER: CoC

DESCRIPTION: Modifications to Vortex Lid per the design change-RFI-023

PRIME CONTRACTOR'S WORK				Revisions/Comments
1. DIRECT MATERIALS		\$1,140		
2. SALES TAX ON MATERIALS	8.50%	\$97		
3. DIRECT MATERIALS NON TAXABLE		\$0		
4. MATERIAL MARK-UP	15.00%	\$186		109.5-B
5. DIRECT LABOR		\$0		
6. DIRECT LABOR MARK-UP	30.00%	\$0		109.5-A
7. RENTAL EQUIPMENT		\$0		
8. SALES TAX ON RENTAL EQUIPMENT	8.50%	\$0		
9. CONTRACTOR OWNED EQUIPMENT		\$0		
10. EQUIPMENT MARK-UP	15.00%	\$0		109.5-B
11. SUBTOTAL		\$1,422		

Prime Remarks:

Waiting for the Vortex and constructing the Lid there has been additional Fence rental for the design changes. Partial Invert and partial lid.

SUBCONTRACTOR'S WORK		NAME OF SUBONTRACTOR	Revisions/Comments
12. SUBCONTRACTOR #1		Southern Concrete	
13. SUBCONTRACTOR #2			
14. SUBCONTRACTOR #3			
15. SUBCONTRACTOR #4			
16. SUBCONTRACTOR #5			
17. SUBCONTRACTOR #6			
18. SUBCONTRACT TOTAL FROM BREAKDOWN SHEET		\$20,440	

Sub's Remarks:


Extra work to implement Design Change. Addition of an extra pour and the joint material to protect it. Revision in Cable Lifting loops for picking lid section

SUMMARY				Revisions/Comments
19. SUBTOTAL PRIME'S WORK (FROM LINE 11)		\$1,422		
20. SUBCONTRACTOR'S WORK (FROM LINE 18)		\$20,440	\$0	
21. PRIME'S MARK-UP ON SUBCONTRACTOR WORK	10.00%	\$2,044		109.5-D
22. SUBTOTAL SUBCONTRACTOR'S WORK		\$22,484		
23. TOTAL COST (ADD LINES 19 & 22)		\$23,906		
24. G&A (10%)		\$0		
26. PRIME CONTRACTOR'S BOND PREMIUM -- 0.43% OF LINE 23	0.00%	\$0		
27. BUILDERS RISK INSURANCE -- 0.59% OF LINE 23	0.00%	\$0		
28. GENERAL LIABILITY INSURANCE -- 0.08% OF LINE 23	0.00%	\$0		
29. TOTAL COST		\$23,906		

Requested Contract Days: 15 Days

PRIME CONTRACTOR'S NAME: CROWDER CONSTRUCTION COMPANY

PLEASE NOTIFY CROWDER IMMEDIATELY SHOULD YOU NOT AGREE WITH ANY OF THE INFORMATION CONTAINED WITHIN THIS DOCUMENT.

SIGNATURE & TITLE OF PREPARER: 

DATE: March 25, 2016

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Delivery Date: 03.25.16

Method of Delivery: Via E-Mail and Hand Delivery

Sent to: Ed Corville

**DESCRIPTION:** Modifications to Vortex Lid per the design change-RFI-023

**Crowder Job No.:**

61186

DATE: 03/25/16

[illegible]

# Goode Fence

Goode Fence  
346 Robert M. Grissom Parkway  
Myrtle Beach, SC 29577

(843)626-2070  
info@wefenceitall.com  
http://www.wefenceitall.com

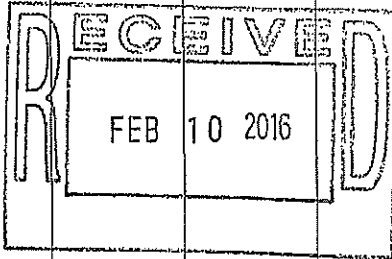
## Invoice

Date	Invoice #
01/13/2016	3400
Terms	Due Date
Due on receipt	01/13/2016

<b>Bill To</b>
Crowder Construction - 194 Cannon St. - Ren. P.O. Box 30007 Charleston, SC 28230
<b>PO#61186/10171 Line 2</b>

Amount Due	Enclosed
\$570.00	

✂ Please detach top portion and return with your payment. ✂

Activity	Quantity	Rate	Amount
• Monthly Billing from 1/14/16 to 2/14/16	1	570.00	570.00
			
Total			\$570.00

All invoices are DUE upon receipt, unless prior arrangements have been approved. If you have any questions or concerns regarding your invoice, please call Frank @ 843.626.2070.

Thank you for allowing GOODE FENCE to service your fencing needs.

SOUTHERN CONCRETE & CONSTRUCTION, INC.  
PO BOX 1673 (TRAMMELL ROAD)  
ANDERSON, SC 29622  
PHONE: 864-367-0992 / FAX: 864-367-0993

Certified WDBE Contractor in :  
SC, NC and GA

**PROPOSAL**

TO: Crowder Construction Company  
Email: [danderson@crowdercc.com](mailto:danderson@crowdercc.com)  
Addr: Charlotte NC  
Ph: 704-332-8184  
FAX: 704-372-9946

DATE: Feb. 10-2016

PROJECT:  
US 17 Spring/Fishburne  
Drainage Improvements  
Charleston SC

Change Order  
**BID SCHEDULE**

ITEM	DESCRIPTION	VORTEX STRUCTURES	QTY	UNIT	UNIT PRICE	AMOUNT
1	Provide & install a galvanized leading edge plate and a galvanized return edge plate (Per plans & specs.) in each vortex structure, including all element cost plus labor		16	ea	4800.00	76800.00
2	Utilize a 5000 psi non shrink grout mix design in all vertical vortex walls (added cost 140 c.y.)		140	cy	45.00	6300.00
3	Provide an EMSEAL DSM submerseal sealing product around vortex pipes in lieu of CHASE CEVAIDO epoxy joint system (a product previously purchased by SCC) added cost		120	lf	58.50	7020.00
4	Added cost to SCC for boom truck due to job delay for vortex structure design changes (a copy of invoice included)		1	ls	3941.71	3941.71
5	Added cost to SCC for vortex forming system due to job delay for vortex structure design changes (a copy of invoice included)		1	ls	3488.50	3488.50
	See attached invoices					

CHANGE ORDER TOTAL AMOUNT

\$97,550.21

Southern Concrete will furnish all labor, materials and equipment to install the items listed per plans and specifications on the above referenced project for the amounts quoted.

Respectfully submitted,

For any questions please call:

Joe Bolt (843) 458-2468 or [j.bolt@charter.net](mailto:j.bolt@charter.net)